

THE ALICE L. LEONHARDT REVOCABLE TRUST

U/A/D FEBRUARY 26, 2017

THIS TRUST AGREEMENT is entered into by **ALICE L. LEONHARDT**, also known as Louise Leonhardt, as Settlor, and **ALICE L. LEONHARDT**, as Trustee. For all purposes hereunder, the words "I," "me," "my," "mine," and similar pronouns, shall refer to Settlor **ALICE L. LEONHARDT** and shall be construed as the possessive when the context would so indicate.

ARTICLE I

RECITALS AND CONVEYANCE

WHEREAS, I, **ALICE L. LEONHARDT**, desire to establish a trust of which, during my lifetime, I am the sole life beneficiary and the exclusive recipient of the economic benefits;

WHEREAS, this trust shall be initially funded with the assets described in the attached Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "trust fund" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustee acknowledges receipt of the trust fund and shall hold the same in trust under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

2.A Name. This trust shall be known as **THE ALICE L. LEONHARDT REVOCABLE TRUST U/A/D FEBRUARY 26, 2017**.

2.B. Family. I am a widow. I have four children now living; namely, RICHARD WODRICH, DAVID WODRICH, MARGARET JANE WALTERS and WILLIAM WODRICH.

2.C. Successor Trustees. If I should cease to act as the Trustee for any reason, I shall be succeeded by my daughter MARGARET JANE WALTERS, 1832 East Alicia Drive, Phoenix, Az 85042, as the successor Trustee. If she fails to qualify or ceases to act, my son DAVID WODRICH, 521 East Jordan, Gilbert, AZ 85297, shall act as the alternate successor Trustee.

2.D. Trust Fund. I, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.E. **Definitions.** For any interpretation of this Trust Agreement, the following definitions shall apply:

- (1) *Beneficiary.* The term “beneficiary” or “beneficiaries” shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested;
- (2) *Cease to Act.* The phrase “cease to act” shall mean the resignation, death, incapacity or disappearance of a Trustee;
- (3) *Code.* Any reference to the “Code” shall refer to the Internal Revenue Code of 1986, as amended, and to any regulations pertaining to the referenced sections;
- (4) *Descendants.* The term “descendants” shall include a person’s lineal descendants of all generations;
- (5) *Disappearance.* The term “disappearance” shall mean the individual’s whereabouts remain unknown for a period of sixty (60) days. If any beneficiary (including me) is not seen or heard of for a period of one year and no physical remains or body has been recovered, it shall be presumed that such beneficiary is not alive;
- (6) *Education.* As used in this Trust Agreement, the term “education” or “educational purposes” shall include any course of study or instruction which may, in the Trustee’s discretion, be useful in preparing a beneficiary for any vocation consistent with such beneficiary’s abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee’s absolute discretion;
- (7) *Incapacity.*
 - (a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be me or a successor) shall be evidenced by written certification of two (2) physicians that the individual is unable to effectively manage his or her own property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause;
 - (b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;
 - (c) An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be incompetent or legally incapacitated. If an individual fails to grant the court making such determination valid authorization to disclose such individual’s protected health information under any applicable federal and/or state statute, or if such individual subsequently revokes such authority, the individual shall be deemed incapacitated; and,

- (d) An individual shall be deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her own property and financial affairs and such individual shall then resume the position of Trustee or co-Trustee held immediately prior to the incapacitation;
- (8) *Issue.* The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and to children born outside of a lawful marriage only if a parent/child relationship (as determined under Arizona law) existed between such child and his or her parent, living or deceased, who was a beneficiary hereunder. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;
- (9) *Legal Representative or Personal Representative.* As used in this Trust Agreement, the term "legal representative" or "personal representative" shall mean a person's guardian, conservator, executor, administrator, trustee, or any other person or entity personally representing a person or the person's estate;
- (10) *Per Stirpes.* Whenever a distribution is to be made "per stirpes," the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;
- (11) *Principal and Income.* The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of Arizona, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;
- (12) *Pronouns and Gender.* In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;
- (13) *Qualified Beneficiary.* The term "Qualified Beneficiary" shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested as well as those who could receive distributions after termination of the interests of current beneficiaries;
- (14) *Request in Writing.* When I am acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by me as the Settlor and/or the beneficiary and delivered to me as the Trustee shall be waived;

(15) *Settlor.* The term "Settlor" has the same legal meaning as "Grantor," "Trustor," "Trustmaker," or any other term referring to the maker of a trust;

(16) *Shall or May.* Unless otherwise specifically provided in this agreement or by the context in which used, I use the word "shall" in this Trust Agreement to command, direct or require, and the word "may" to allow or permit, but not require. In the context of the Trustee, when I use the word "may" I intend that the Trustee may act in the Trustee's sole and absolute discretion unless otherwise stated in this Trust Agreement; and,

(17) *Trustee.* Any reference to "Trustee" shall be deemed to refer to whichever individual, individuals (including me) or corporation shall then be acting as the Trustee.

2.F. Governing Law. This Trust Agreement is intended to create an Arizona trust and all of the terms and provisions hereof shall be interpreted according to the Arizona Trust Code (Title 14, Chapter 11 of the Arizona Revised Statutes), except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

2.G. Restrictions. The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under Arizona law) of any such beneficiary. This paragraph is intended to impose a "Spendthrift Trust" on all interests held for any beneficiary. The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney-in-fact, or others. IT IS MY INTENT THAT THE PRECEDING SPENDTHRIFT CLAUSE AND THE PROTECTIONS IT PROVIDES BE CONSIDERED A MATERIAL PURPOSE OF THIS TRUST AND ANY SUBSEQUENT TRUST CREATED HEREUNDER.

2.H. Maximum Duration of Trusts. Regardless of any other provision herein, the Maximum Duration for Trusts is the longest period that property may be held in trust under this Agreement under the applicable rules of the State of Arizona governing perpetuities, vesting, accumulations, the suspension of alienation and the like (including any applicable period in gross such as twenty-one (21) years or ninety-nine (99) years). If, under those rules, the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon my death, or at such other time that the application of such rules limiting the maximum duration of trusts is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust (as hereinafter named) alive at my death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

2.I. No-Contest Provision. To the extent permitted under the laws of the State of Arizona, in the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Contests in any court the validity of this Trust Agreement and/or of my last Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement, or any of its provisions, and/or that my last Will, or any of its provisions, are void;
- (3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this trust on the grounds that such property was not mine at the time of the transfer or at the time of my death; and/or,
- (5) Files a creditor's claim against my estate or prosecutes an action against my estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime (this subparagraph shall not apply to a creditor's claim filed by a beneficiary solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of my estate or for sums advanced for the payment of my last illness and/or funeral expenses).

The Trustee is hereby authorized to defend, at the expense of the trust, any contest or other attack of any nature on this Trust Agreement or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a "contest" shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.

2.J. Presumptions. Any beneficiary who shall not be living thirty (30) days after my death shall be deemed not to have survived me.

2.K. Special Distributions. If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated or whose financial circumstances is such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute the distribution for such person (hereinafter "the beneficiary") in accordance with the following provisions:

(1) *Under Age Twenty-One.* If a beneficiary is under the age of twenty-one and no other provision of this trust specifically addresses this possibility, the Trustee may either open a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian or the Trustee may hold such beneficiary's distribution in a separate trust for such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement, on the following terms and conditions:

- (a) The Trustee may accumulate or distribute to or for such beneficiary such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. The Trustee may make such distributions to or for the benefit of such beneficiary: (i) directly to the beneficiary; (ii) on behalf of the beneficiary for the beneficiary's exclusive benefit; (iii) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian; (iv) in any form of an annuity; and, (v) to such beneficiary's guardian if one has been appointed by the Court. The receipt for distributions by any such person shall fully discharge the Trustee. In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, trust resources and the future needs of the beneficiary during the term of the trust.
- (b) This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21), dies, or when the trust assets are exhausted by discretionary distributions. At such termination, the Trustee shall distribute the trust then on hand to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) *Substance Abuse Dependence.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance; or, is a person who is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and, if the Trustee reasonably believes that, as a result of the use or consumption, the beneficiary is incapable of caring for himself or herself or is likely to dissipate the beneficiary's financial resources, the Trustee shall follow the procedures set forth below:

- (a) The Trustee will request the beneficiary to submit to one or more examinations (both physical and psychological) determined to be appropriate by a board certified medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee will maintain strict confidentiality of

those results and will not disclose those results to any person other than the beneficiary without the beneficiary's written permission. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee;

- (b) If, in the examining doctor's or psychiatrist's opinion, the examination indicates current or recent use of a drug or substance as described above, the beneficiary will consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee will pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary;
- (c) If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and, in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources;
- (d) While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion and those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support;
- (e) When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me; and,
- (f) It is not my intent to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a

beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be indemnified from the trust for any liability in exercising its judgment and authority under this Agreement, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

(3) *Special Needs Trust.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who is incapacitated, or is a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, the Trustee shall hold the distribution for such beneficiary in further trust hereunder (hereinafter referred to as the "Special Trust") on the following terms and conditions:

- (a) The primary purpose of this trust is to provide a supplemental and emergency fund to supplement any public benefits available to such beneficiary during his or her lifetime. It is my intent that the assets of the Special Trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this trust were to be applied so as to cause such beneficiary's eligibility for public benefits to be terminated, it is likely that the trust assets would be depleted before his or her death and the purpose of this trust could not then be fulfilled;
- (b) Until such beneficiary is, in the Trustee's judgment, no longer incapacitated, or such beneficiary's financial situation has changed significantly, the Trustee shall pay over to or for the benefit of such beneficiary as much of the net income and as much of the principal of the Special Trust, up to the whole thereof, as the Trustee, in the Trustee's sole discretion, from time to time deems necessary or advisable for the satisfaction of such beneficiary's special needs. For this purpose, "special needs" refers to the requisites for maintaining such beneficiary's good health, comfort, safety, and welfare when, in the discretion of the Trustee, those requisites are not being provided for by any county, state, federal, or other governmental agency, or by any person or persons with a legal obligation to support such beneficiary. "Special needs" shall include, but not be limited to, medical and dental care, special equipment, programs of training, education, rehabilitation, travel needs and recreation not provided for or reimbursed by public benefits. The Trustee shall consult with any guardian, conservator, custodian, or other person who cares for such beneficiary regarding his or her special needs. Expenditures made by the Trustee under this section may include reasonable compensation to any person who provides for the special needs of such beneficiary as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order;

- (c) It is my intent that any payments or distributions from this trust to or for the benefit of such beneficiary shall supplement (but not replace) any public benefits or other private resources available to him or her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for such beneficiary's benefit, and shall segregate any public benefits received by the Trustee for that purpose in a separate trust or account and administer the same for the benefit of such beneficiary. All public benefits received by the Trustee for that purpose, together with any other resources available to such beneficiary, shall be taken into account by the Trustee in making payments or distributions to or for the benefit of such beneficiary. The Trustee shall regularly consult with such beneficiary and any persons or entities providing care or assistance to such beneficiary for the purpose of determining such beneficiary's needs and resources. The Trustee shall not exercise the Trustee's discretion to make any payments or distributions to or for the benefit of such beneficiary if the Trustee determines, in the Trustee's sole discretion, that public benefits, private resources, or a combination of public benefits and private resources are reasonably available to such beneficiary to satisfy those needs;
- (d) No part of the income or principal of the trust shall be used to replace or supplant public benefits of any county or any state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities or conditions that are the same as or similar to those of such beneficiary. For purposes of determining such beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Trust Estate shall be considered available to him or her, and he or she shall have no right to compel the Trustee to release principal or income to him or her or for his or her benefit or otherwise to have any access to any of the trust assets. In the event that the Trustee is requested to release principal or income of the trust to or on behalf of such beneficiary to pay for any equipment, medication, services, or any other needs that any public benefits would be authorized to provide for were it not for the existence of the trust, or in the event that the Trustee is requested to petition any court or any administrative agency for authorization to release principal or income for any purpose of that kind, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue the eligibility of such beneficiary for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the trust principal is not available to such beneficiary for purposes of determining his or her eligibility for any public benefits. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Special Trust;
- (e) If any payment or distribution from the trust to or for the benefit of such beneficiary would have the effect of disqualifying him or her for any

public benefits, or if all income of the Special Trust cannot be completely utilized for his or her special needs, the Trustee shall accumulate the trust income annually and add it to principal;

- (f) The discretion of the Trustee shall not be subject to review by such beneficiary, his or her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of the Special Trust or if any change in any law, regulation or rule relating to the Special Trust or the administration of the Special Trust for the benefit of such beneficiary should at any time have the effect of disqualifying him or her for any public benefits, or if such beneficiary, his or her creditors and/or any governmental agency shall ever bring any court action to force or require the Trustee to distribute to or for the benefit of such beneficiary a greater amount of income and/or principal than the Trustee, in the Trustee's absolute discretion, has determined to be appropriate, the Trustee is authorized (but not required) to terminate the trust and distribute the trust principal and income as provided in subsection (g); I request that any person who takes any part of the trust assets as the result of this termination power, conserve and manage such property for the benefit of such beneficiary during his or her lifetime to insure that he or she receives sufficient funds for his or her living needs when public benefits are unavailable or insufficient to satisfy those needs. This request is precatory, however, and is not mandatory; and,
- (g) At such beneficiary's death, the Trustee shall distribute the Special Trust, as then constituted, in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me.

(4) *Creditor's Claims and Divorce.* In the event a beneficiary of any trust created under this Agreement has a judgment or other creditor's claim pending or outstanding or is in the process of a marital dissolution, the Trustee may, in the Trustee's sole discretion, suspend any mandatory distributions and withdrawal rights until such time as the marital dissolution is completed or the judgment or other creditor's claim has been addressed so as not to deplete the assets of the beneficiary's trust. While mandatory distributions and withdrawal rights are suspended, the trust for such beneficiary will be administered as a discretionary trust to provide for the beneficiary according to those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me.

(5) *Tax Savings Provisions.* Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration of Trusts.

2.L. Conflict Resolution and Severability. In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of this trust, I direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitrable: (1) questions regarding my competency; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all *sui juris* parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of Arizona (or such other state whose laws then govern this Trust Agreement) and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of Arizona (or such other state whose laws then govern this Trust Agreement). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust Agreement, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has been made.

Further, if any provision of this Trust Agreement is invalid, that provision shall be disregarded, and the remainder of this Trust Agreement shall be construed as if the invalid provision had not been included.

2.M. Uneconomical Administration. No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee, in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

ARTICLE III

TRUSTEESHIP

3.A. Successor Trustees. I may appoint individuals or corporations as co-Trustees or successor Trustees by a written instrument (other than a Will) delivered to the then-acting Trustee. If I am incapacitated, the person who I have nominated to serve as successor Trustee may designate his or her successor, if there is no named successor to that successor Trustee or if the person designated as his or her successor is unable or unwilling to serve.

3.B. Appointment of Trustee. If there is no Trustee acting hereunder, then a majority of the adult beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or co-Trustees shall be limited to the appointment of a Trustee (or of co-Trustees) who is also not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint. For purposes of this Paragraph, "beneficiaries" shall exclude charitable organizations.

3.C. Resignation. Any Trustee may resign at any time by giving written notice to me, if I am then living, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by me or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.D. Liability. No successor Trustee shall be under any obligation to examine the accounts of any prior trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is my intention that any Trustee serving hereunder shall be accountable only from the date such Trustee receives the assets of the trust.

3.E. No Bond Required. No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.

3.F. Compensation. The Trustees hereinabove designated in Paragraph 2.C. shall not be entitled to a fee or commission for services; otherwise, a Trustee shall be entitled to receive, out of the income and principal of the trust, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be a reasonable fee based on the time and effort of the Trustee. The Trustee shall be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust without any duty to seek reimbursement from the interest not charged.

3.G. Reports. While I am living and if I am not acting as the Trustee or co-Trustee, the then-acting Trustee shall render an accounting at least annually to me unless I have waived such accounting. If I am incapacitated, such accounting shall be given to my legal conservator or, if no such conservator has been appointed, to my representative payee for Social Security purposes. After my death, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary; provided however, if the only beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

- (1) If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to such beneficiary's legal representative;
- (2) Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born; and,
- (3) The records of the Trustee shall be open at all reasonable times to inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

3.H. Payments to Beneficiaries.

- (1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times and in such manner as shall be convenient to such beneficiary and agreed to by the Trustee;
- (2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefore; and,
- (3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not

be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.

3.I. Division of Trust Fund. There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

3.J. Trustee Authority.

(1) Subject to state law, any Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust.

(3) Prior to delivering the trust to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) The certification of a Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

(5) Notwithstanding any power of individual signature contained in this Trust Agreement or hereafter conferred on the Trustees, no one co-Trustee shall have the right, power or authority to make any unilateral decision affecting the trust, other than of a purely ministerial nature.

3.K. Release of Healthcare Information, including HIPAA Authority. I intend for the Trustee to be treated as I would regarding the use and disclosure of my individually identifiable

health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from me for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that I have made with my health care provider to restrict access to or disclosure of my individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver such revocation to my health care providers.

3.L. Life Insurance. Upon my death, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on my life which are then payable to this Trust and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

3.M. Retirement Accounts. To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined), the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of §401(a)(9) of the Code and the regulations thereunder (the “Required Minimum Distribution”). Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

(1) “Retirement Account” means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403 or any other benefit subject to the distribution rules of Code §401(a)(9), or the corresponding provisions of any subsequent federal tax law. It is my intention that this trust qualify as a “conduit trust” under Code §401(a)(9) so that the trust’s beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary’s life expectancy (or the life expectancy of the oldest trust beneficiary).

(2) The Retirement Accounts shall not be subject to the claims of any creditor of my estate, they shall not be used for the satisfaction of any distributions to a “non-designated beneficiary” (as that term is defined in Treas. Reg. §1.401(a)(9)-4, Q&A 1), and they shall not be applied to the payment of my debts, taxes or other claims or charges against my estate unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required under applicable law in the absence of any specific provision on this subject in this Trust, and, under no circumstances, shall they be used for such purpose after September 30th of the year following my death.

3.N. Powers of Invasion. A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for “health, support, maintenance or education” (or a similar use of such terms) shall be considered to be in compliance with §§2041 and 2514 of the Code and any exercise of such power shall be limited by those sections. Notwithstanding any statute of Arizona law to the contrary, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding any statute of Arizona law to the contrary, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

3.O. Release of Powers. Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by §14-10816 of the Arizona Trust Code (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in Exhibit "A" (attached hereto and incorporated herein by reference as though fully set forth).

ARTICLE V

MY RETAINED POWERS

5.A. **Revocation.** During my lifetime, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.B. **Amendment.** I may at any time during my lifetime amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.C. **Powers Terminate on Death.** On my death, this Trust Agreement may not be amended, revoked, or terminated (except as hereinafter provided in Article VI).

5.D. **Powers Personal to Me.** My powers to revoke or amend this Trust Agreement are personal to me and shall not be exercisable on my behalf by any conservator or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed the conservator and/or guardian. Notwithstanding the previous sentence, in the event that I appoint an "Attorney-in-Fact," I reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder; and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

5.E. **Tangible Personal Property.** While I am living, I reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust. I expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until I surrender my right to the use and possession of any such property or until my death. In addition, I shall have the right, exercisable by written notice to the Trustee on terms specified by me, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event I surrender any property to the Trustee, or upon my death, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by me, is found by application of reasonable diligence at my death or at such time that the Trustee asserts control.

5.F. **Residential Property.** I reserve the right to have complete and unlimited, possession, use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by me for residential purposes, thereby retaining the requisite beneficial interest and possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate". Notwithstanding anything to the contrary

contained in this Agreement, my interest in such real property shall be an interest in real property, and not personality, and such real property shall be deemed to be my homestead; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, I, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at my option, charge such expenses to the trust, or may request reimbursement for any advances made for such purposes.

ARTICLE VI

DISPOSITION OF TRUST

6.A. Trustee's Basic Duties. During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this Article VI.

6.B. Disposition During My Lifetime. During my lifetime, the Trustee shall pay the net income of the trust as I shall direct. The Trustee shall also pay over to me, or to any person or entity as directed by me, so much of the principal thereof as I shall request at any time or times during the remainder of my life. In the absence of direction from me, the Trustee is also specifically authorized to pay over or apply the net income and/or the principal of the trust for the support and maintenance of any person or persons who is dependent upon my financial support.

6.C. Disposition During My Incapacity. If at any time, the Trustee determines that I have become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared me in need of a conservator, the Trustee shall pay over or apply the net income and/or the principal of the trust to my support, maintenance, comfort, and/or well-being and/or to the payment of any taxes, bills or other obligations for which I may be liable, in such amounts and to such extent as the Trustee, in its sole judgment and discretion, shall deem to be in my best interests. In addition to payments for my benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the trust fund, and shall thenceforth hold, administer and distribute the same as a part thereof.

As a guide to the Trustee, it is my intent that I shall remain in my primary residence as long as it is medically reasonable and, if I should ever need convalescent care, that I be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance. This paragraph is for the guidance of the Trustee only and should not be considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

6.D. Deferral of Division or Distribution. Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on my death, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after my death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to Arizona law (if there is no

provision expressly applicable to trusts, then interest shall be paid pursuant to Arizona law applicable to decedents' estates).

Further, from time to time during the period between my death and the funding of any trust which is to come into existence under the terms of this Trust Agreement as a result of my death, Trustee may, in Trustee's discretion, distribute cash and/or other trust properties, not only to such trust, but also to or for the direct benefit of any individual beneficiary or beneficiaries of such trust (i.e., one to whom distributions of the income of such trust might then be made); provided however, that:

- (1) All such direct distributions to any beneficiary of any such trust shall be in lieu of (and thus credited toward) allocations otherwise required to be made to that trust as provided above; and,
- (2) No distribution which might thus be made to any beneficiary of any such trust shall exceed the amount then remaining to be allocated to that trust, or the amount which might properly be distributed by the trust to that beneficiary under the terms of that particular trust (nor shall it involve any trust assets which are prohibited by any other term of this Trust Agreement from allocation to that trust).

6.E. Authorized Actions at My Death. After my death, the Trustee is authorized and directed to pay over to my executor, administrator, or personal representative so much of the trust as such representative shall state in writing is necessary or desirable to provide my estate with funds with which to pay my funeral expenses, debts, cost of administration of my estate and/or the taxes on my taxable estate, including taxes which may be imposed upon the probate estate, upon the trust and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of such personal representative (regardless of the nature or extent of the assets held in my estate) shall be binding and conclusive upon the Trustee and upon all persons having any interest in the trust.

- (1) If such personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against my estate, the expenses of the last illness, funeral, and administration and all taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of my death.
- (2) Any estate taxes imposed on any trust assets, or on any assets included in my taxable estate not part of the trust (or not added to the trust following my death) shall be paid from the residue of the Trust Estate (i.e., after any specific distributions) and shall not be pro-rated among the beneficiaries and/or trusts who actually receive such property. Provided however:
 - (a) No taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.

- (b) No taxes shall be apportioned to, charged against or paid from any property qualifying for the marital deduction under §2056 of the Code.
 - (c) No taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of estate taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of my Will or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between me and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of estate taxes.
 - (d) All taxes imposed on property includable in my gross taxable estate under §2041 of the Code by reason of a general power of appointment held by me shall be charged to and paid from the property subject to the power. Further, I direct that the amount of the general power of appointment property equal to the taxes attributable to the value of the property shall be paid to the Trustee, to be held in this trust and used to pay such taxes. The amount of taxes attributable to the property shall equal (i) the amount of all taxes imposed on my taxable estate (including the value of the general power of appointment property), less (ii) the amount of all taxes that would have been imposed on my taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.
 - (e) Any increment in estate taxes attributable to other property in which I had a life interest or a term interest that did not end prior to my death (including a life estate or life income interest) and which is included in my gross taxable estate shall be borne by the holder or recipient of that property.
 - (f) Notwithstanding the general language of this subparagraph 6.E., the state inheritance tax, if any, based on the relationship of the beneficiary to me shall be paid by each beneficiary who has received a distribution of the Trust Estate which gives rise to such tax.
- (3) Such authorized payments shall specifically exclude the payment of any generation-skipping transfer tax which shall be specifically borne by the asset(s) giving rise to such tax.

6.F. **Distribution at My Death.** On my death, the Trustee shall hold, administer and distribute the trust fund, as then constituted, plus any additions thereto as a result of my death (all of which is hereafter referred to as the "Trust Estate") as follows:

(1) The Trustee shall distribute, free of trust, such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by me and the remainder of such personal property, or all of it if no such instructions are left, to the residue of my estate.

(2) The Trustee shall distribute, free of trust, that certain real property located in the County of Dupage, State of Illinois, and more particularly known as 7 N. 216 Parkside Avenue, Itasca, IL 60143, to the following living children of my deceased spouse, HERMAN L. LEONHARDT, to-wit: THOMAS LEONHARDT, GREGORY LEONHARDT, SCOTT LEONHARDT, RUTH LEONHARDT, and JOYCE ANDERSON, in equal shares, subject to all encumbrances and/or liens of record. If any such beneficiary predeceases me, then the share of the deceased beneficiary shall be distributed among the remaining living beneficiaries.

(3) In the event such real property has been sold, then any identifiable proceeds from the sale thereof that remain at my death, shall be distributed to the beneficiaries designated in the paragraph above in the same manner as set forth therein.

(4) The Trustee shall distribute the remainder of the Trust Estate in equal shares among my living children, to-wit: RICHARD WODRICH, DAVID WODRICH, MARGARET JANE WALTERS and WILLIAM WODRICH. If any such child predeceases me, then the share of the deceased child shall be distributed among the surviving living children.

Executed on February 26, 2017, in Maricopa County, Arizona.

Alice L. Leonhardt
ALICE L. LEONHARDT,
Settlor

I hereby acknowledge receipt of the trust fund, accept the terms of THE ALICE L. LEONHARDT REVOCABLE TRUST U/A/D FEBRUARY 26, 2017, and covenant that I will execute the trust with all due fidelity.

Alice L. Leonhardt
ALICE L. LEONHARDT,
Trustee

STATE OF ARIZONA
COUNTY OF MARICOPA

)
) ss.
)



FAITH E JOHNSON
Notary Public - Arizona
Maricopa County
Expires April 15, 2020

On this 26 day of February, 2017, before me personally appeared ALICE L. LEONHARDT, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above/attached document.

[Signature]
NOTARY PUBLIC

ASSIGNMENT OF PERSONAL PROPERTY

I, ALICE L. LEONHARDT, hereby declare that all articles of personal and household use and ornament of every kind and description and wheresoever situated which I presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all automobiles, club memberships, china, digital assets and/or rights (including any "social media", on-line accounts and/or email accounts), glass, clothing, jewelry, precious stones, furniture, rugs, paintings and other works of art, books, silverware, etc., and including all insurance with respect thereto) are transferred to and the same shall be owned by:

THE ALICE L. LEONHARDT REVOCABLE TRUST U/A/D FEBRUARY 26,
2017,

being a revocable living trust, which exists under a certain trust agreement created by me concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by me by written notice to the Trustee of the above-mentioned trust. Notwithstanding this transfer in trust, I reserve the unlimited right to the use of the aforementioned items.

Executed on February 26, 2017, in Maricopa County, Arizona.

Alice L. Leonhardt

ALICE L. LEONHARDT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.
)



FAITH E JOHNSON
Notary Public - Arizona
Maricopa County
Expires April 15, 2020

On this 26 day of February, 2017, before me personally appeared ALICE L. LEONHARDT, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above/attached document.

[Signature]
NOTARY PUBLIC

EXHIBIT "A"
OF
THE ALICE L. LEONHARDT REVOCABLE TRUST U/A/D
FEBRUARY26, 2017

STANDARD TRUSTEE POWERS

- (1) **Agreements.** To carry out the terms of any valid agreements which Settlor may have entered into during Settlor's lifetime regarding property owned by the trust;
- (2) **Asset Title.** To hold securities or other property in the Trustee's name as trustee, or in "street name," or in bearer form;
- (3) **Bank Accounts.** To open and maintain bank accounts in the name of the Trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;
- (4) **Contracts.** To enter into contracts which are reasonably incident to the administration of the trust;
- (5) **Deal with Fiduciaries.** To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary;
- (6) **Depreciation Reserve.** The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust;
- (7) **Digital Assets.** To access, manage and control any and all forms of electronic communications and/or digital assets in which I have an interest. "Digital asset" means an electronic record in which an individual has a right or interest. "Digital asset" does not include an underlying asset or liability unless the asset or liability is itself an electronic record;
- (8) **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money, pro rata or non-pro rata. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary;
- (9) **Indebtedness.** With respect to any indebtedness owed to the trust, secured or unsecured:

- (a) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,
 - (b) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;
- (10) **Invest and Reinvest.** To invest, reinvest, change investments and keep the trust invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trust funds, including such funds administered by a Trustee; interests in Limited Liability Companies; interests in partnerships, whether limited or general and as a limited or general partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while Settlor is acting as a Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the brokerage account). These powers shall be construed as expanding the "standards of care" rule of the Arizona Trust Code (Title 14, Chapter 11 of the Arizona Revised Statutes) or in the Uniform Prudent Investor Act (as it may otherwise apply);
- (11) **Life Insurance.** To purchase insurance on the life of any person or persons, including my life;
- (12) **Loans.** To borrow for the trust from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge and/or hypothecate as security any of the assets of the trust for the benefit of which such loan is made by mortgage, deed of trust or otherwise for the debts of the trust or the Settlor's debt, or to guarantee the Settlor's debt; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate (if any) of Settlor but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;
- (13) **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings with respect to the trust; and to secure such insurance, at the expense of the trust, as the Trustee may deem advisable;
- (14) **Professional Assistance.** To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary

for the administration of the trust, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each. The discretion of the Trustee to pay these expenses from income or principal, or partially from each, is subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

(15) **Purchase.** To purchase property at its fair market value as determined by the Trustee from the probate estate (if any) of Settlor;

(16) **Qualification for Government Benefits.** The Trustee is authorized to take any actions that the Trustee determines to be appropriate or necessary in connection with my qualification for or receipt of government benefits, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, Medicaid, Medicare, or state supplemental programs. I authorize and encourage the Trustee to engage in estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as the Trustee shall deem necessary or advisable. Pursuant to this authority and notwithstanding any other provision of this Trust Agreement, the Trustee may also transfer any portion of the Trust Estate without limitation to the beneficiaries hereunder, including the Trustee if the Trustee is one such beneficiary, or to another trust established for the benefit of the beneficiaries hereunder, including the Trustee if the Trustee is one such beneficiary, in the complete discretion of the Trustee, even if doing so may be considered self-dealing. Any transfers made pursuant to this authority shall, for all purposes, be deemed to have been "in my best interest" if: (a) made in accordance with the provisions of this subparagraph; and (b) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters;

(17) **Receive Assets.** To receive, take possession of, sue for, recover and preserve the assets of the trust, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

(18) **Retention of Trust Property.** To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust or it would otherwise be considered a speculative or inappropriate investment. This authority shall be construed as expanding the "standards of care" rule of the Arizona Trust Code (Title 14, Chapter 11 of the Arizona Revised Statutes) or in the Uniform Prudent Investor Act (as it may otherwise apply);

(19) **Safe Deposit Boxes.** To hire a safe deposit box and/or space in a vault and to surrender or relinquish any such safe deposit box and/or space in a vault;

(20) **Securities.** With respect to any corporation or partnership, the stocks, bonds or interests in which may form a part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, re-capitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;

(21) **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries; and,

(22) **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

SCHEDULE "A"
OF
THE ALICE L. LEONHARDT REVOCABLE TRUST
U/A/D FEBRUARY 26, 2017

INITIAL TRUST FUNDING

1. The real property located at 2120 W. State, Phoenix, Arizona
2. The real property located at 7 N. 216 Parkside Avenue, Itasca IL 60143, Illinois
3. All articles of personal and household use and ornament of every kind and description and wheresoever situated.

Executed on February 14, 2017, in Maricopa County, Arizona.

Alice L. Leonhardt
ALICE L. LEONHARDT,
Settlor