

## NONJUDICIAL SETTLEMENT

The undersigned, Gregory Leonhardt, being a beneficiary of the **Alice L. Leonhardt Revocable Trust dated February 26, 2017** (the “Trust”) states as follows:

1. I acknowledge receipt of \$23,705 from the Trustee out of my share in the principal of the Trust, to be charged against that share on final distribution of the trust, all in accordance with the terms of the Trust.
2. I hereby release and covenant not to sue or encourage or assist anyone else to sue the Trustee, whether individually or as a trustee, from and for any acts, omissions, claims, liability, responsibility, and accountability occurring, accruing, or imposed at any time related to the property located at 7 N. 216 Parkside Avenue, Itasca, Illinois 60143 (the “Illinois Property”) as referenced in the Trust, whether known or unknown.

If any provision or clause of this Nonjudicial Settlement (“**Agreement**”) is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision or clause hereof and such provision or clause may be modified to render the provision or clause enforceable. This Agreement shall be construed in accordance with and governed by the laws of the state of Arizona. The undersigned agrees that the exclusive venue for any dispute herein shall be Mesa, Arizona, or any court of competent jurisdiction closest thereto. This Agreement shall be binding upon the undersigned, their heirs, legal representatives and successors, and assigns. If any action is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of such party's costs of suit, and not as damages, reasonable attorneys' fees.

THE UNDERSIGNED ACKNOWLEDGES THAT HE WAS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT (OR HAD THE OPPORTUNITY TO OBTAIN LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT), AND THAT LEGAL COUNSEL HAS REVIEWED AND REVISED THIS AGREEMENT (OR HAD AN OPPORTUNITY TO DO SO), AND THAT ANY RULE OR PRINCIPLE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS AGREEMENT.

*[Notarized Signature on Following Page]*

**SIGNED:**

\_\_\_\_\_  
Gregory Leonhardt

\_\_\_\_\_  
DATE

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument as acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Gregory Leonhardt.

\_\_\_\_\_  
NOTARY PUBLIC