

EDWARD R. AND JEANNE M. CASSEL

REVOCABLE TRUST

OCTOBER 13, 2017

PETRIE  PETTIT

EDWARD R. AND JEANNE M. CASSEL REVOCABLE TRUST

THIS INDENTURE made this 13th day of October, 2017, by and between Edward R. Cassel and Jeanne M. Cassel, of Milwaukee County, Wisconsin, as Settlers (the "Settlers"), and Edward R. Cassel and Jeanne M. Cassel as Initial Trustees (the "Trustees").

WITNESSETH:

WHEREAS, the Settlers desire to create a trust of funds and property for the uses and purposes hereinafter described; and

WHEREAS, at the time of execution of this trust agreement the Settlers are married residents of the state of Wisconsin and together they have two (2) adult children: Edward J. Cassel and Laura Jeanne (Cassel) Lampone.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Settlers assign, transfer and deliver to the Trustees, their successors and assigns, the property listed in Exhibit A which is attached and made a part hereof, together with all interest, income and profits accrued or to accrue thereon, and the Trustees by the execution of this Indenture acknowledge receipt thereof and agree to hold, administer and distribute said trust estate as hereinafter provided.

1. NAME, INITIAL PRINCIPAL AND ADDITIONS

This Trust may be referred to as the **Edward R. and Jeanne M. Cassel Revocable Trust**. The Settlers hereby deliver to the Trustees the assets listed in Exhibit A. The Settlers may add other property to the principal during their lifetimes, by Will or otherwise by reason of their deaths. The Trustees may, in their discretion, also accept additions from any other source.

2. ADMINISTRATION DURING THE SETTLORS' LIFETIMES

While both Settlers are living,

- A. **Payments Directed by Settlers.** The Trustees shall pay to or for the benefit of the Settlers as much of the net income and principal as the Settlers may direct.
- B. **Trustee's Discretionary Payments.** The Trustees shall pay to or for the benefit of the Settlers as much of the net income and principal of the trust, even to the extent of all or none, at any time and from time to time, as the Trustees in their discretion deem advisable for the Settlers' health, maintenance and support, and in making such determination, the Trustees shall consider or ignore, as the Trustees deem advisable, the Settlers' other financial resources of any kind.
- C. **Payments and Gifts During Settlers' Incapacity.** In the event of the incapacity of one or both of the Settlers, the Trustee shall use, apply or expend for the

incapacitated Settlor's direct or indirect benefit whatever trust income and/or principal the Trustee shall deem best, and the incapacitated Settlor shall have no right to demand payment of trust income and/or principal. Further, during any period of time that one or both of the Settlers is incapacitated, the Trustee may make gifts in any amount out of the trust property to or for the benefit of Settlers' issue, if in the Trustee's discretion such gifts are consistent with the Settlers' then existing estate planning documents and would be in the best interests of the Settlers and their estates; provided, however, that no gift to a person in any calendar year may exceed the amount of the remaining gift tax annual exclusion allowable to the Settlers for such year pursuant to Sections 2503(b) and 2513 of the Internal Revenue Code of 1986, and as amended, plus any Tuition and Medical Exclusion gifts allowable under Internal Revenue Code Section 2503(e) and as amended.

3. ADMINISTRATION AFTER THE SETTLORS' DEATHS

A. **Administration Following Death of the First Settlor.** Upon the death of the first Settlor to die, all property which is or becomes subject to the terms of this trust agreement shall be administered as follows:

- (1) **Taxes, Claims and Administrative Expenses.** The Trustee shall pay the taxes, claims and administrative expenses imposed by reason of the deceased Settlor's death as directed in Paragraph 4 hereafter.
- (2) **Distribution of Tangible Personal Property.** After payment of all applicable taxes, claims and administrative expenses, the Trustee shall distribute certain personal effects and other specific items of tangible personal property as directed in any written, signed and dated memorandum left by the deceased Settlor directing the distribution of such property. Any such memorandum shall be incorporated by reference into this trust. Should the deceased Settlor leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the last dated memorandum shall control as to those items that are in conflict. To the extent that the Settlor's personal effects and other items of tangible personal property are not disposed of by memorandum for any reason, then such property shall remain in trust and be administered along with the balance of trust assets as follows.
- (3) **Administration for the Benefit of the Surviving Settlor.** The balance of trust assets shall be administered for the benefit of the Surviving Settlor, as follows:
 - (a) **Payments Directed by Surviving Settlor.** The Trustee shall pay to or for the benefit of the surviving Settlor as much of the net income and principal as the surviving Settlor may direct.

- (b) Trustee's Discretionary Payments. The Trustee shall pay to or for the benefit of the surviving Settlor as much of the net income and principal of the trust, even to the extent of all or none, at any time and from time to time, as the Trustee in its discretion deem advisable for the surviving Settlor's health, maintenance and support, and in making such determination, the Trustee shall consider or ignore, as the Trustee deems advisable, the surviving Settlor's other financial resources of any kind.

- (c) Payments and Gifts During Surviving Settlor's Incapacity. In the event of the incapacity of the surviving Settlor, the Trustee shall use, apply or expend for the surviving Settlor's direct or indirect benefit whatever amounts of trust principal the Trustee shall deem best, and the surviving Settlor shall have no right to demand any payments of trust principal. Further, during any period of time that the surviving Settlor is incapacitated, the Trustee may make gifts in any amount out of the trust property to or for the benefit of Settlor's issue and/or to charitable organizations, if in the Trustee's discretion such gifts are consistent with the surviving Settlor's then extant estate planning documents and would be in the best interests of the surviving Settlor and his or her estate; provided, however, that no gift to a person in any calendar year may exceed the amount of the remaining gift tax annual exclusion allowable to the surviving Settlor for such year pursuant to Sections 2503(b) and 2513 of the Internal Revenue Code of 1986, and as amended, plus any tuition and medical exclusion gifts allowable under Internal Revenue Code Section 2503(e) and as amended.

B. Administration Following Death of the Surviving Settlor. Upon the death of the surviving Settlor, all remaining trust property shall be administered as follows:

- (1) Taxes, Claims and Administrative Expenses. The Trustee shall pay the taxes, claims and administrative expenses imposed by reason of the Settlor's death as directed in Paragraph 4 hereafter.

- (2) Distribution of Tangible Personal Property. After payment of all applicable taxes, claims and administrative expenses, the Trustee shall distribute certain personal effects and other specific items of tangible personal property as directed in any written, signed and dated memorandum left by the Settlor directing the distribution of such property. Any such memorandum shall be incorporated by reference into this trust. Should the Settlor leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the last dated memorandum shall control as to those items that are in conflict. To the extent that the Settlor's personal effects and other items of tangible personal property are not disposed of by memorandum for any reason, then such property shall

remain in trust and be administered along with the balance of trust assets as follows.

(3) Distribution of Trust Assets.

- (a) After making the payments and distributions directed in subparagraphs (1) and (2) above, the Trustee shall distribute One Thousand Dollars (\$1,000) to the Tripoli Shrine, Milwaukee, Wisconsin, to be used for the Shriners Hospitals.
- (b) All remaining income and principal of this trust shall be distributed outright to the Settlers' son, Edward J. Cassel. If Edward is not then living, this share shall be distributed to his then living issue by right of representation, as directed in Paragraph 3.C. hereafter.
- (c) It is the Settlers' intent that no trust assets shall be distributed to their daughter, Laura J. Lampone, or to her issue, for reasons known to her.

C. Contingent Trusts for Issue of Deceased Children of the Settlers. The assets of each trust created for the benefit of issue of a deceased child of the Settlers shall be further divided into shares for such issue by right of representation. Each such share shall be titled in the name of the beneficiary and shall be administered as follows:

- (1) Unless otherwise provided herein, during the lifetime of a beneficiary, the Trustee may pay so much of the income and/or principal of his or her trust share as the Trustee deems appropriate to or for the benefit of the beneficiary for his or her health, education, maintenance and support. In addition, the Trustee may, in the Trustee's sole discretion, make distributions of trust income and/or principal to or for the benefit of the beneficiary's spouse and/or issue for the sole purpose of each such individual's health. Any net income not so paid to or used for the benefit of a beneficiary, his or her spouse or his or her issue shall be added to the principal of the beneficiary's trust share at least annually. At any time that a beneficiary is serving as Trustee of his or her own trust, the net income of such trust shall be paid to the beneficiary at least annually.
- (2) After a beneficiary attains the age of twenty-one (21) years, he or she shall have the right at any time and from time to time to request a distribution of trust principal for the following purposes:
 - i. Education; and/or
 - ii. Down payment on a house.

Any such request for a distribution of trust principal must be specific, must

be made in writing, and must be delivered to the then acting Trustee. The Trustee shall have sole discretion whether or not to grant any such request for trust principal.

- (3) When a beneficiary attains the age of twenty-five (25) years, he or she shall have the right to withdraw one-half (1/2) of the then principal balance of his or her share of the trust estate upon written request delivered to the Trustee.
- (4) When a beneficiary attains the age of thirty (30) years, he or she shall have the right to withdraw the entire remaining balance of his or her share of the trust estate, including any accumulated but undistributed trust income, upon written request delivered to the Trustee, whereupon this trust shall terminate as to such beneficiary.
- (5) In the event a beneficiary shall not request withdrawal of the balance of his or her share of the trust estate upon attaining the age of thirty (30) years, such assets shall remain in trust and shall be administered for the benefit of the beneficiary until he or she shall request such withdrawal.
- (6) Upon attaining the age of thirty (30) years, a beneficiary shall also have the right to elect to become the sole Trustee of his or her share of the trust estate, upon delivery of written notice of such election to the then acting Trustee(s) of his or her trust.
- (7) Upon the death of a beneficiary, the balance of his or her share of the trust estate, if any, shall be distributed to or for the benefit of any one or more of the following, in such amounts or shares and upon such terms and conditions as may be set forth in the beneficiary's Last Will and Testament, by a specific reference to this limited power of appointment:
 - i. His or her issue; and/or
 - ii. Qualified charitable organizations.

Any unexercised power of appointment shall expire upon the death of the beneficiary, and in that event, the remainder of his or her trust share shall remain in trust and be administered for the benefit of his or her issue as set forth in this Paragraph 3.D. In the event a beneficiary shall die without issue, the remainder of his or her trust share shall be divided into shares for the Settlor's issue, by right of representation, and shall be held in trust and administered in accordance with the terms of Paragraphs 3.C. and/or 3.D. herein, as applicable.

- D. Payments for Beneficiaries.** Payments of trust principal or income to or for the benefit of any beneficiary who is less than twenty-one (21) years of age or, in the

sole judgment of the Trustee, lacks the capacity to responsibly manage such property, may be made in any one or more of the following ways:

- (1) To the mother, father, adult brother, adult sister, adult child, custodian for the beneficiary under the Uniform Transfers to Minors Act, or the legal guardian of the beneficiary, or to any other person who has custody and care of the beneficiary;
- (2) Directly to the beneficiary;
- (3) Directly for payment of living expenses, health, education, maintenance or support of the beneficiary; or
- (4) May be retained in trust until, in the Trustee's discretion, payment may be made by any of the methods set forth above.

The Trustee shall not be responsible for the Trustee's good faith application of distributions by any of the above methods.

E. Special Needs Beneficiary. It is possible that a beneficiary could be qualified to receive public benefits, including but not limited to, supplemental security income ("SSI"), Medicaid (Title 19 or Medical Assistance), or other benefits that are based upon an individual's level of assets. Regardless of any other provisions of this Trust, if any trust beneficiary is qualified to receive public benefits, the Trustee may, in its sole discretion, withhold such beneficiary's trust distributions. Trust assets may be distributed to a supplemental needs disability trust for his or her sole benefit which has already been established for such beneficiary by another individual, or to a newly created supplemental needs trust or to a trust sub-account within a pooled or community disability trust, such as a trust established by Life Navigators, Inc., WisPACT, Inc., or a similar organization of any U.S. state. In such event, the Trustee shall execute a contribution agreement with post-death termination provisions distributing the remaining sub-account balance as the beneficiary may have appointed (whether outright, in trust, or otherwise) by specific reference to this power in his or her Last Will and Testament; provided, however, that any assets not so appointed shall be distributed to his or her then living children in equal shares, or if there are no then living children, to his or her estate.

F. Qualified Plan Conduit Trusts. If the Trust has received, receives, or is named as a beneficiary of benefits or distributions from a pension plan, profit sharing plan individual retirement account or other qualified plan under section 401 of the Internal Revenue Code ("Qualified Plan Distributions"), such Qualified Plan Distribution shall be distributed to and held in separate Conduit Trusts as follows:

- (1) The Qualified Plan Distributions shall be divided into equal separate shares, one (1) share for each then living child of the Settlers and one (1) share for

each deceased child with then living issue. Each share so created for the issue of a deceased child shall be further divided into separate shares for each such issue, by right of representation. Each such share shall be held in a separate Conduit Trust for the benefit of the person for whom it was created.

- (2) Before December 31 of each year, the Trustee shall distribute to the beneficiary for whom the Conduit Trust was created, the "Minimum Required Distribution" as determined under Section 401 (a) of the Internal Revenue Code and the Regulations thereunder.
- (3) In addition, the Trustee may distribute or apply for the benefit of the beneficiary so much of the principal or income of such Conduit Trust as the Trustee deems appropriate to such beneficiary for his or her health, education, maintenance and support.
- (4) No part of any separate Conduit Trust shall be used to pay claims or administration expenses.
- (5) The Trustee shall provide the administrator of the qualified plan with a copy of the Trust and a list of the trust's beneficiaries; and the Trustee shall comply with all record keeping and reporting requirement under Section 401(a)(9) of the Internal Revenue Code and the Regulations thereunder.
- (6) Upon the death of a beneficiary before distribution of his or her entire separate Conduit Trust, the remaining assets in such Conduit Trust shall be further divided into separate Conduit Trusts and administered for the benefit of his or her then living issue by right of representation as provided in this Paragraph 3.G.; provided however, the "Minimum Required Distribution" amount shall not be changed. If the beneficiary has no then living issue, the remaining assets in such Conduit Trust shall be divided into separate Conduit Trusts for the benefit of the Settlor's living issue as otherwise provided in this Paragraph 3.G.; provided however, the "Minimum Required Distribution" amount shall not be changed.
- (7) Paragraph 10.A. of the Trust shall not apply to any of the separate Conduit Trusts.
- (8) All of the separate Conduit Trusts shall become irrevocable and not subject to amendment upon the death of the last Settlor to die.
- (9) It is the Settlor's intention that the beneficiary of each separate Conduit Trust be treated as a "designated beneficiary" under Treasury Regulation section 1.401(a)(9)-4; and this instrument is to be construed accordingly. Notwithstanding any other provision in this instrument, no Trustee shall have any discretion or power, the existence or exercise of which would

prevent the beneficiary of a separate Conduit Trust from being treated as a “designated beneficiary.”

- G. Failure of Beneficiaries.** If upon the death of the Settlor, or at any time thereafter, there shall be any assets of the trust estate(s) not otherwise disposed of by this trust, such assets shall be distributed in equal shares to the siblings of the Settlor: Robert James Bahr, Margaret Hallett, and Barbara Gruenwald.

If any sibling of the Settlor is not then living, the share for such deceased sibling shall be distributed to his or her then living issue by right of representation. If any sibling of the Settlor is not then living and left no living issue, then the gift to him or her under this section shall lapse.

4. TAXES, CLAIMS AND ADMINISTRATION EXPENSES

- A. If Personal Representative Serving.** If a Personal Representative of a Settlor’s estate is serving or is required to serve following the death of a Settlor’s death, then pursuant to the provisions of the deceased Settlor’s Will, he or she has directed the payment of taxes imposed by reason of his or her death, properly allowable claims made against his or her estate and the expenses of administering the estate. The Settlor hereby confirm such direction and direct the Trustee to take all actions necessary, desirable or requested by the Personal Representative in order to carry out such provisions. If directed by the Personal Representative, the Trustee shall waive or exercise any rights of recovery or reimbursement. The Trustee may rely on the Personal Representative’s written certification of such amounts, without any duty to verify such amounts or confirm their application. Any death taxes paid by the Trustee shall be paid from the trust property as an expense of administration.

- B. If No Personal Representative Serving.** If no Personal Representative of a Settlor’s estate is serving and no Personal Representative is required to serve following the death of a Settlor:

- (1) Administration Expenses. The Trustee shall pay the expenses of the deceased Settlor’s last illness, funeral and burial, the expenses of the administration of the deceased Settlor’s probate and/or non-probate estate in any jurisdiction (including, during the administration of the deceased Settlor’s estate, all costs of storing and insuring the tangible personal property disposed of under the deceased Settlor’s Will or this instrument, and all costs of transporting such property to the beneficiaries), collectively referred to herein as “estate administration expenses.”
- (2) Claims. The Trustee shall pay, in the Trustee’s sole discretion, all reasonable claims made against the deceased Settlor’s estate.
- (3) Taxes. Subject to the subsequent provisions of this Paragraph, the Trustee shall pay the deceased Settlor’s income taxes and/or death taxes from the trust property as an expense of administration; provided, however, that in

no event shall any property that is not included in the deceased Settlor's gross estate bear any of the deceased Settlor's death taxes nor shall benefits payable to the Revocable Trust under any Qualified Retirement Plans and Individual Retirement Arrangements (IRAs). To the extent possible, the following property that is part of the trust property (or that becomes a part of the trust property by reason of a Settlor's death) shall not bear any of the deceased Settlor's death taxes: (i) general legacies and specific bequests of cash or marketable securities to be made upon the deceased Settlor's death hereunder, (ii) specific bequests of property other than cash or marketable securities to be made upon the Settlor's death hereunder, and (iii) property that qualifies or is elected to qualify for the federal estate tax charitable deduction; provided, however, that if such property must bear any of the Settlor's death taxes, such property shall bear such tax in the order listed above.

(4) Apportionment. The Trustee may charge to and collect the amount of the deceased Settlor's death taxes that may be recovered under applicable law from each person or entity holding or receiving any property included in the Settlor's gross estate (1) that is not held as a part of or payable to the deceased Settlor's estate or any trust created hereunder following the Settlor's death, (2) against which the Trustee has a right of recovery or reimbursement in respect of the Settlor's death taxes, and (3) that does not qualify for or is not elected to qualify for the federal estate tax charitable deduction.

C. Definition of Death Taxes. As used herein, "death taxes" shall mean all estate, inheritance or other transfer taxes payable by reason of the Settlor's death under the law of any jurisdiction (including any jurisdiction outside of the U.S.) together with all interest and penalties thereon.

5. TRUSTEES AND SUCCESSORS

A. All trusts under this instrument need not continue to have the same Trustee. Therefore, the provisions of this Paragraph shall be separately applicable to each trust from time to time being held hereunder, and in applying the provisions of this Paragraph to any trust, the Trustee and beneficiaries of other trusts hereunder shall be disregarded.

B. **Edward R. Cassel and Jeanne M. Cassel** shall be the Initial Co-Trustees of all trusts created hereunder.

C. Unless otherwise provided in this trust agreement, upon the death, resignation or incapacity of either Edward R. Cassel or Jeanne M. Cassel, the other shall serve as sole Trustee. Upon the death, resignation or incapacity of the remaining Settlor, **Edward J. Cassel** shall serve as successor Trustee of the trust(s) created hereunder. Upon the death, resignation or incapacity of Edward, **Barbara Gruenwald** shall

serve as successor Trustee of the trust(s) created hereunder. Upon the death, resignation or incapacity of Barbara, **Robert James Bahr** shall serve as further successor Trustee of the trust(s) created hereunder.

- D. The last above-named successor Trustee then serving may appoint any competent adult person or Corporate Trustee as Successor Trustee by designating such successor in writing and keeping that written appointment with the Trust records. The Trust shall not fail due to the lack of a Trustee; if all potential Trustees fail to so serve for any reason, and the last resigning Trustee fails to appoint a successor Trustee, then the court of appropriate jurisdiction may name a Trustee to serve, whether a person or corporation. Any successor Trustee shall have the same powers, authorities and discretions as though originally named as the Trustee.
- E. An individual serving as Trustee may, at any time, appoint a corporate Co-Trustee to serve with him or her, by written instrument filed with the original trust records. Upon the death, resignation or incapacity of such individual Trustee, the corporate Co-Trustee then serving shall continue to serve as either Co-Trustee (with the successor individual Trustee appointed herein) or as sole Trustee, as the case may be.
- F. The appointments provided above may be made in advance or at the time of the vacancy. Prior to such appointment taking effect, it may be revoked by the persons who made such appointment by signed instrument filed with the records of the trust.
- G. No Trustee shall ever be accountable for any act or default of, or have any responsibility for the accounts of, any other Trustee.
- H. Each Trustee hereunder shall be entitled to reasonable fees for services rendered hereunder. Each Trustee hereunder shall also be entitled to reimbursement for reasonable expenses incurred in connection with services rendered hereunder.
- I. Decisions made or actions taken by the Trustee in good faith in administering the trusts hereunder shall be binding and conclusive on all persons.
- J. If an individual Trustee becomes incapacitated, a physician's statement finding incapacity shall be delivered to the individual Trustee. If the individual Trustee, within seven (7) days of delivery of the physician's statement, gives written notice to the successor Trustee that he or she disagrees with the physician's statement finding incapacity, he or she shall continue in office unless he or she resigns or is removed by a court. If no written notice of disagreement is given, the office of the individual Trustee shall be deemed vacated and the successor Trustee shall assume the duties of Trustee. If an individual Trustee is removed and later regains capacity, he or she shall resume the duties of Trustee upon the delivery to the successor Trustee of a written certification by the principal physician attending to the former individual Trustee's care that the individual is then able to manage his or her financial affairs. Anyone dealing with this Trust may rely upon an original or

photocopies of a written physician's statement presented by the successor Trustee or original individual Trustee and shall incur no liability to any beneficiary for any dealings in good faith reliance on said statements.

- K. The Trustee of any trust created hereunder may resign as Trustee of such trust at any time without permission or order of any court or the approval of the beneficiaries thereof upon thirty (30) days' notice in writing delivered (i) to any co-Trustee thereof, (ii) to any successor Trustee named herein, (iii) to each adult qualified beneficiary thereof, and to (iv) the guardian or parent of each minor qualified beneficiary thereof.

6. TRUSTEE POWERS

Without limiting powers incidental to the purpose of this trust or otherwise existing by law, the Trustee shall have the powers set forth below:

- A. **Retention, Investment and Reinvestment.** To retain, invest and reinvest in any kind of property without regard to the location, productivity, risk or lack of diversification thereof, including (without thereby limiting) real property, bonds, common stocks, preferred stocks, annuities, wasting assets, mutual investment funds, common trust funds, including mutual funds established, maintained or administered by the corporate trustee or its affiliates, and insurance on the life of any person, without any obligation to comply with any statute or rule of law concerning diversification or restricting investments by Trustees; to retain cash uninvested for such periods of time as the Trustee deems advisable.
- B. **Life Insurance.** To receive, purchase, apply for and maintain insurance on the life of any beneficiary of any trust or on the life of any person in whom a beneficiary has an insurable interest, and to do likewise with immediate or deferred annuities for the benefit of any beneficiary, and to pay premiums therefor, from either income or principal and to negotiate loans therefor, and to exercise all rights, privileges and powers thereunder.
- C. **Other Insurance and Costs.** To effect fire, rent, title, liability, casualty or other insurance on or in connection with any property; to pay any packing, storage and shipping expenses related to distribution of assets from the trust to any trust beneficiary; the cost of these items may be paid as part of the expense of the trusts.
- D. **Claims.** To collect, pay, extend, abandon, contest, compromise and submit to arbitration any action, claim or debt (including any debt not due) in favor of or against any trust hereunder or against itself as a Trustee thereof.
- E. **Corporate and Related Powers.** To organize and operate, or participate in the organization and operation of, corporations or any other business associations; to institute or participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property held hereunder or for

reorganizing, consolidating, merging, adjusting the finances of, discontinuing or dissolving any corporation or other business association; to deposit securities under and/or withdraw from security-holders' or voting trust agreements; to sell or exercise conversion, subscription or other purchase rights or options; to exercise all voting or other rights pertaining to securities held, whether directly, by limited or unlimited proxies, or otherwise.

- F. **Title and Possession.** To cause any property to be held or registered in the name of any Trustee hereunder without disclosing its capacity, or in the name of nominees or custodians, or the bearer, all without designation, or in such form that title will pass by delivery, and to permit any person including such nominee or custodian to have physical possession of such property.
- G. **Assistants.** To employ upon such terms and with such discretionary powers as the Trustee shall approve, such brokers, agents, employees, assistants, accountants, attorneys-at-law or attorneys-in-fact as the Trustee may from time to time deem necessary or desirable, and to pay the reasonable fees, expenses and disbursements arising from the employment of any such persons.
- H. **Sale or Exchange.** To sell at public or private sale or exchange for other property, convey, grant options with respect to, or otherwise dispose of any and all property, for such price and upon such terms and credit (longer or shorter than the trust term) as the Trustee may deem proper. Persons dealing with the Trustee shall have no duty to see to the application of any moneys paid.
- I. **Property Management.** To take possession of and to manage, operate, repair, improve or lease any property for such consideration, for such length of time (longer or shorter than the trust term) and on such terms and credit as the Trustee believes proper; to collect profits and rentals from property, and pay expenses referable thereto; to demolish and/or erect structures on any real estate; to plat, improve, maintain and develop real estate; to establish such reserves for expenses and depreciation as they deem proper; to engage in or discontinue any business or commercial enterprise, including farming, and to delegate management thereof; and to engage in remediation of any property in order to comply with then existing environmental laws and regulations or any court order.
- J. **Borrow.** To borrow money for any purpose, including the payment or refunding of existing indebtedness, either on the general credit of the trusts or on the mortgage or pledge of any specific property, and on such terms and for such length of time (longer or shorter than the trust term), all as the Trustee sees fit.
- K. **Principal and Income.** To allocate in the Trustee's discretion all charges and credits as between principal and income where uncertainty exists as to the proper allocation thereof under the applicable law, but, regardless of any statutes, to charge the Trustee's customary annual fees to income.

- L. Permit Occupancy of Residence; Purchase Residence.** To permit any trust beneficiary hereunder to occupy any real property which is at any time an asset hereunder either at a reasonable rental, or rent free, and in the Trustee's sole discretion determine whether or not to charge his or her share for expenses of repairs, taxes and maintenance for which the Trustee may arrange through agents or otherwise. The Trustee shall have power also to purchase a home or an interest in a home for residence or investment purposes with the trust assets, on such terms as the Trustee may determine, for the benefit of the Trust beneficiaries, or any one of them, and administer that trust asset in the same manner.
- M. Distribution and Division.** To make distribution and divisions of property in cash or in kind or both; to allot different kinds of property, and undivided interests (whether equal or disproportionate) in any specific item of property, among the beneficiaries or shares, it being the Settlor's intention to give the Trustee complete discretion (except where otherwise provided herein) in allocating property among beneficiaries or shares.
- N. Lend.** To lend money to any person, association, corporation or any other entity for such purpose and upon such terms and security as may be determined by the Trustee.
- O. Mingle.** To mingle the trust property of the separate trusts allotting to each separate trust an undivided interest in the mingled property, which undivided interest shall always be equal to that trust's proportionate contribution to the mingled property. If the Trustee should so mingle trust property, the Trustee may resegment and separately administer said property at any time the Trustee deems it desirable to do so.
- P. Additions.** To accept additions of any kind to any trust.
- Q. Delegation of Powers.** To delegate to any Trustee at any time by a signed instrument delivered to such other Trustee any or all powers and discretions under this instrument, including the power to convey real property, either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing in good faith with any Trustee may rely without inquiry upon such Trustee's certificate with respect to any delegation.
- R. Release of Powers.** To waive or release either in whole or in part, and whether temporarily or irrevocably, and in any manner or to any extent and upon any terms, any power, authority or discretion conferred upon them, or any of them, by any provision of this instrument, such waiver or release to be evidenced by an instrument in writing filed with the trust records.
- S. Construe.** To construe any provision of this instrument when uncertainty exists as to the meaning of any such provision and to act on such construction, without the

necessity of applying to any court for approval of such action and without liability therefor.

- T. **Terminate.** To terminate any trust established under this instrument in whole or in part if such termination is determined, in the absolute discretion of the Trustee, to be in the best interests of the beneficiaries, by distributing the assets of the trust to any beneficiary or beneficiaries then eligible to receive income in such shares and at such times as the Trustee, in its absolute discretion, determines to be reasonable under all the then known circumstances. The Trustee is specifically authorized to terminate any trust established under this instrument if the Trustee, in its absolute discretion, determines that the trust assets have been depleted to such an extent that continued administration of the trust is economically unfeasible.
- U. **Merger of Trusts.** To merge the assets of the trust or any separate trust hereunder, for the purpose of more convenient or economical administration or investment, preserving the separate character of each beneficiary's proportionate share (where applicable), with the assets of any other trust, created under any Will or by any trust agreement, either by the Settlers or any other person, maintained for the same beneficiary or beneficiaries upon substantially the same terms as herein; and such merger may be implemented by distributing to such other trust the assets of such trust hereunder or by receiving assets from such other trust and holding, administering and distributing such assets as a part of such trust hereunder. The Trustee shall not be liable for any loss caused to any person through the exercise or non-exercise in good faith and without willful misconduct of any powers granted to it.
- V. **Venue.** If any Trustee or successor Trustee appointed under this trust agreement is domiciled outside the state of Wisconsin, such Trustee shall be authorized to remove the trust assets to the domicile of such Trustee. Thereafter, the principal place of administration of such trust shall be the state in which such Trustee is domiciled, but the construction of such trust and the rights of beneficiaries thereof shall continue to be governed by the laws of the state of Wisconsin.
- W. **Digital Assets.** The Trustee may access, use, and control any digital devices held by the trust, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephone, smartphones, and any similar digital device which currently exists or may exist as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring the trust's digital assets; also the Trustee may access, modify, delete, control, and transfer the trust's digital assets, including but not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, banking accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts, and similar digital items which currently exist or may exist in the future as technology develops; the Trustee may obtain, access, modify, delete, and control the trust's passwords and other electronic

credentials associated with the trust's digital devices and digital assets described above; and the Trustee may access, modify, delete, control, and transfer the trust's digital financial accounts, subject to the Trustee's fiduciary duties under this instrument.

7. ACCOUNTS

No accounts shall be required while the Settlers are serving together as Co-Trustees. Thereafter, the Trustee shall deliver copies of accounts of the trust assets on an annual basis to the beneficiaries then eligible to receive trust income. If all of these beneficiaries execute a written instrument approving a particular account, or if any of them fail, within six (6) months after delivery of such account to them, to object in writing to such account, the account shall stand approved and the Trustee shall be completely released and discharged with respect to the administration of the trust property for the period covered by such an account, and neither they nor any successors shall have any responsibility for such account. If any of these beneficiaries is then under a legal disability, the guardian or conservator of his or her estate, or either of the parents of a minor beneficiary for whose estate no guardian has been appointed, may act on his or her behalf in approving such accounts, and delivery of the accounts to such guardian, conservator or parent, followed by the passage of six (6) months without written objection, shall similarly operate to release and discharge the Trustee.

8. GOVERNING LAW

The laws of the state of Wisconsin will govern the construction and validity of any trusts created under this instrument. Further, unless otherwise provided herein, Wisconsin shall be the principal place of administration of the trusts created under this instrument.

9. DEFINITIONS

Unless the context otherwise requires, all words in this trust used in the singular shall include the plural and vice versa; words used in any gender shall include all genders; the words "property" and "estate" include real estate and personal property, whether acquired before or after the execution of this trust; For purposes of this instrument, an individual shall be considered "incapacitated" if he or she is under a legal disability (under the laws of his or her domicile) or has been certified in writing by the principal physician attending to his or her care to be impaired to such an extent that the individual is unable to responsibly manage his or her financial affairs, and the Trustee may rely upon written notice of that determination. Unless the individual is under a legal disability (under the laws of his or her domicile), he or she shall no longer be considered incapacitated for purposes of this Agreement upon the certification in writing by the principal physician attending to his or her care that the individual is then able to responsibly manage his or her financial affairs, and the Trustee may rely upon written notice of that determination. For purposes of this instrument the word "health" shall be construed liberally to include all forms of mental and physical health care and dental care, including (without limitation) at home, assisted living, skilled nursing and other extended care; the word "education" shall be construed liberally

to include all expenses of public or private education at the elementary and secondary school level, college, graduate and professional schools, and specialized and vocational training (such expenses shall include, but not be limited to, tuition, fees, books, supplies, computers and other equipment, room and board, travel between school and the beneficiary's permanent residence, and expenses of extracurricular activities sponsored by the school); the words "support" and "maintenance" shall both be construed to mean support in reasonable comfort considering the beneficiary's accustomed manner of living; and any allocation to be made to the then living descendants or issue of a person "by right of representation" shall be made as follows: the property shall be divided into as many equal shares as there are (1) living descendants of that person in the generation nearest to that person which contains one or more living descendants and (2) deceased descendants of that person in the same generation who left surviving descendants; each living member in such nearest generation shall be allocated one such share; the remaining shares, if any, shall be combined and then divided and allocated in the same manner as above among the living descendants of the deceased descendants of that nearest generation as if the living descendants (who were already allocated a share) had predeceased that person, without descendants; and a person shall be deemed to be living at a designated point in time if such person then is *in utero* and is born alive; the words "qualified beneficiary" shall be construed as set forth in Wisconsin Statutes Section 701.0103(21).

For purposes of this trust agreement, the terms "children of the Settlers" or "a child of the Settlers" shall only include children born to or legally adopted by both of the Settlers, Edward R. Cassel and Jeanne M. Cassel; it is the Settlers' intent that the term "issue" shall include Brandon Grimshaw, stepson of Edward J. Cassel, although not born to or legally adopted by Edward J. Cassel.

10. MISCELLANEOUS

- A. **Direction Against Assignments.** The provisions herein made are intended for the personal protection and welfare of the beneficiaries hereunder and shall not be susceptible of assignment, anticipation or seizure by legal process. If the Trustee believes that the interest of a beneficiary is threatened to be diverted from the purpose for which it was created, it shall withhold any income and principal which it is authorized to distribute to the beneficiary and shall apply it in such manner as the Trustee considers advisable for the care, comfort, maintenance, education or general welfare of the beneficiary, his or her spouse or issue. Such distributions to the beneficiary may be resumed when the Trustee considers the diversion is no longer effective or threatened. This provision shall not be construed to extend the term of any trust hereunder.
- B. **Disclaimers.** Any beneficiary may at any time disclaim all or any part of his or her interest in any trust hereunder by an instrument in writing delivered to the Trustee, in which event, unless otherwise provided herein, such disclaimed interest shall thereafter be administered as if such beneficiary had died as of the date of such disclaimer.

11. REVOCABILITY

The Settlers expressly reserve the right to amend or revoke this trust in whole or in part at any time and from time to time while they are both living, provided that the duties of the Trustee may not be materially increased without its consent. Any such amendment or revocation must be in writing signed by the Settlers (or the Settlers' legal guardian(s) with permission of a court of competent jurisdiction) and upon revocation, the Trustee shall promptly deliver to the Settlers all or the designated portion of the trust's assets. Except as otherwise provided herein, upon the death of the first Settlor to die, no trust hereunder may be amended, or revoked.


Edward R. Cassel,
Settlor and Initial Trustee

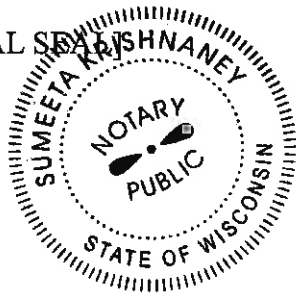

Jeanne M. Cassel,
Settlor and Initial Trustee


STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

On this 13th day of October, 2017, before me personally appeared **Edward R. Cassel** and **Jeanne M. Cassel**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARIAL SEAL]




Sumeeta A. Krishnaney
Notary Public, State of Wisconsin
My commission is permanent.

SCHEDULE A