

EDWARD R. CASSEL AND JEANNE M. CASSEL MARITAL PROPERTY AGREEMENT

THIS AGREEMENT is between Edward R. Cassel ("Husband") and Jeanne M. Cassel ("Wife"), alternatively referred to as the "parties" to this Agreement.

RECITALS:

WHEREAS, the parties to this Agreement are married residents of Wisconsin, a marital property state; and

WHEREAS, the parties desire to contract with each other concerning matters of the management and control of assets during the term of their marriage and upon their deaths;

NOW, THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this Agreement be legally binding, the parties agree as follows:

1. EFFECTIVE DATE

This Agreement shall take effect as of the date of the Agreement and shall continue in effect until final disposition of all property subject to this Agreement upon termination of the parties' marriage by the death of either party or by dissolution of the marriage.

2. CONSIDERATION

The sole consideration for this Agreement shall be the mutual promises and covenants contained in this Agreement.

3. FINANCIAL DISCLOSURE

Both parties affirm that they have, in negotiating this Agreement, fairly disclosed to the other all their respective incomes and expenses, assets and liabilities, and the parties further represent that they are satisfied that fair and reasonable disclosure has been made. Each party expressly waives the right to further information about the other's incomes and expenses, assets and liabilities beyond that already provided, and each party enters into this Agreement with sufficient knowledge of the financial affairs of the other.

4. CLASSIFICATION OF PROPERTY AS MARITAL PROPERTY

Except as provided in Paragraphs 5 through 10 of this Agreement, all real or personal property now owned or hereafter acquired by the Parties shall be classified as marital property under Chapter 766, Wisconsin Statutes.

5. SURVIVORSHIP MARITAL PROPERTY

Property that is held by the parties as survivorship marital property shall be classified as

survivorship marital property. If a document of title, instrument of transfer or bill of sale expresses an intent to establish a joint tenancy with right of survivorship exclusively between the parties, such property shall be classified as survivorship marital property.

6. LIFE INSURANCE

Each party shall own as his or her individual property each life insurance policy insuring his or her life regardless of the classification of any property used to make premium payments or additions. This classification shall extend to any and all replacement policies or supplemental life insurance or accidental death and disability contracts issued in connection with any such policy. Any property transferred to an irrevocable trust holding a life insurance policy, insuring the life of either party shall at the time of such transfer be classified as the individual property of the party whose life is insured by such policy, including any premium or additions paid pursuant to a split dollar agreement or with regard to group or other insurance paid by the employer of a party. The party designated as the owner of a life insurance policy insuring the life of a third party shall own such policy as his or her individual property regardless of the classification of property used to make premium payments or additions.

7. DEFERRED EMPLOYMENT BENEFITS/ INDIVIDUAL RETIREMENT ACCOUNTS

- A. Deferred employment benefits arising from either party's employment or self-employment, including, without limitation, pension, profit-sharing, stock bonus, employee stock ownership or stock purchase plans, self-employed retirement plans, and other qualified and non-qualified deferred compensation arrangements shall not be classified by this Agreement. Instead, all such benefits shall be classified according to the law that would apply in the absence of this Agreement.
- B. Any individual retirement accounts held by either party shall not be classified by this Agreement. Instead, all such benefits shall be classified according to the law that would apply in the absence of this Agreement.
- C. The entire balance in any annuities (other than annuities that are held as part of deferred employment benefit plans) held by either party shall at all times hereafter be classified as the individual property of the holder of such annuities.

8. GIFTS OR INHERITANCES FROM THIRD PARTIES

All real or personal property owned by either or both of the parties received by gift or inheritance from a third party, either before or after the date of this Agreement, shall be classified as that party's individual property unless the parties enter into a written agreement reclassifying such property as marital property or the parties retitle such property into the names of both parties as joint tenants or as survivorship marital property. As used in this Agreement, the term "inheritance" refers to all property that a party receives as a consequence of another person's death, whether the property passes to the party through probate or non-probate transfers (such as by right of survivorship,

beneficiary designation, or distribution from a trust established by a third party).

9. INCOME, APPRECIATION AND EXCHANGES

The classification and ownership of property as individual property under Paragraphs 6 through 8 of this Agreement shall extend to the following:

- A. Income from the property;
- B. Realized or unrealized appreciation in the value of the property, regardless of whether that appreciation occurred through general market conditions or through the application of labor, effort, inventiveness, physical or intellectual skill, creativity or managerial activity to the property by either of the parties without receiving reasonable compensation therefor; and
- C. Property received in exchange for or with the proceeds of sale or financing of the property.

10. RECLASSIFICATION OF MARITAL PROPERTY AS INDIVIDUAL PROPERTY

Nothing in this Agreement shall prevent the parties from reclassifying marital property as one party's individual property by gift, marital property agreement, written consent, deed, or as otherwise permitted under chapter 766, Wisconsin Statutes.

11. INAPPLICABILITY AT DIVORCE, ANNULMENT OR LEGAL SEPARATION

This Agreement is being made for estate planning purposes only and does not apply in the event of dissolution of the parties' marriage by divorce, annulment or legal separation. Specifically, in any action to dissolve the parties' marriage, this Agreement shall not affect how the parties' assets shall be divided.

12. DISPOSITION OF PROPERTY ON DEATH OF A PARTY

Pursuant to the provisions of section 766.58(3)(f) of the Wisconsin Statutes:

- A. Distribution of Tangible Personal Property. Upon the death of the first party to die, the deceased party's household goods, furniture, fixtures, appliances, tools, vehicles, jewelry, clothing and other personal effects shall pass without probate pursuant to any written, signed and dated memorandum the deceased party left directing the distribution of such property. Any such memorandum shall be incorporated by reference into this Agreement. Should the deceased party leave multiple written memoranda that conflict as to the disposition of any item of property, the last dated memorandum shall control as to those items that are in conflict. To the extent that the first party to die's personal effects and other items of tangible personal property are not disposed of upon his or her death by memorandum for any reason, then that property shall be distributed to the

surviving party. Upon the death of the surviving party, any tangible personal property items that are owned outside of trust by him or her shall pass without probate pursuant to any written, signed and dated memorandum he or she left directing the distribution of such property. Any such memorandum shall be incorporated by reference into this Agreement. Should the surviving party leave multiple written memoranda that conflict as to the disposition of any item of property, the last dated memorandum shall control as to those items that are in conflict. To the extent that the surviving party's personal effects and other items of tangible personal property are not disposed of upon his or her death by memorandum for any reason, such property shall be distributed to the then acting trustee of the Edward R. and Jeanne M. Cassel Revocable Trust, bearing even date with this Agreement (hereafter also referred to as "the Trust"), to be held, administered and distributed according to the terms of the Trust, as the Trust may be amended from time to time hereafter.

- B. Distributions at Death of First Party. Except as otherwise provided herein, upon the death of the first party to die, such first party's interest in all other property (except such items of property as will pass by contractual beneficiary designation) shall pass without probate to the surviving party.
- C. Distributions at Death of Surviving Party. Upon the death of the surviving party, all of the remaining property owned by the surviving party (except such items of property as will pass by contractual beneficiary designation) shall pass without probate to the then acting Trustee of the Trust, and as the Trust may have been amended thereafter, to be held, administered and distributed according to the terms of the Trust.
- D. Simultaneous Death. In the event the parties die simultaneously or die so closely in time as to make it impossible to determine which of them died first, it shall be presumed that the party with the smallest estate for federal estate tax purposes was the survivor, and all of the remaining property owned by the parties together or by either party individually (except such items as will pass by contractual beneficiary designation) shall pass without probate to the Trustee of the Trust, to be administered according to the terms of the Trust.
- E. Disclaimer. Any beneficiary hereunder (hereafter, "Beneficiary"), including the parties, may disclaim all or any part of any property, right, interest or other matter or benefit (hereafter, "Disclaimed Property") which would pass to Beneficiary under this Agreement. In such event, Disclaimed Property shall pass without probate as if Beneficiary predeceased the death or other event which entitled Beneficiary to Disclaimed Property under this Agreement.
- F. Later Amendment or Revocation. At any time after the death of the first party, the surviving party may amend or revoke this Marital Property Agreement with regard to property owned outside of the Trust which is to be disposed of at the surviving party's death under the terms of this Paragraph.

13. DIVISION OF MARITAL PROPERTY UPON DEATH OF A PARTY

While both parties are living, each has an undivided one-half interest in every item of the parties' marital property. At the death of the first party to die, the surviving party and the distributee(s) who are successors in interest to all or part of the deceased party's one-half interest in marital property shall not be obligated to divide equally every item of marital property. The surviving party and the distributee(s) shall have the authority to and may divide and distribute any item of marital property (except specific items of tangible personal property) in proportions other than equally, in accordance with section 857.03(2) of the Wisconsin Statutes.

14. GOVERNING LAW

At the time of signing this Agreement, the parties are domiciled in the state of Wisconsin. This Agreement shall at all times be construed in accordance with the laws of the state of Wisconsin, notwithstanding the establishment of a domicile elsewhere by either or both of the parties at any time after signing this Agreement.

15. SEVERABILITY

In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall be severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If a provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

16. GOOD FAITH DUTY

Each party promises to act in good faith toward the other pursuant to this Agreement.

17. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

18. VOLUNTARINESS

The parties acknowledge that they have voluntarily executed this Agreement, with full knowledge and information, and that no coercion or undue influence has been used by or against either party in making this Agreement.

19. AMENDMENT

Unless otherwise provided herein, this Agreement shall be amended only by a written Agreement signed by both parties, the guardian of the estate of a party adjudicated to be incompetent, or the attorney-in-fact of a party under a durable general power of attorney specifically authorizing the same.

20. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties with respect to the subject matter of the Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

21. CONSTRUCTION OF AGREEMENT

The parties assume joint responsibility for the form and composition of this Agreement. No provision of this Agreement shall be construed for or against either party because that party or that party's legal representative drafted this Agreement.

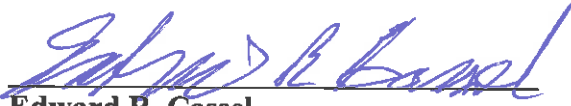
22. EXECUTION OF DOCUMENTS

Each party shall, upon the request of the other party or of the other party's guardian or personal representative, execute, acknowledge and deliver any instruments appropriate or necessary to effectuate the intent and provisions of this Agreement.

23. CONSULTATION WITH ATTORNEY

Each party acknowledges that before signing this Agreement, he or she has had an opportunity to seek independent legal representation, but instead of obtaining separate legal representation, both parties consulted with the law firm of Petrie + Pettit S.C. and received a full explanation of the terms and legal significance of this Agreement and the effect which it has upon any interest which each party might acquire in the property of the other. Both parties understand that this "dual representation" involves differing interests as well as potential or actual conflicts of interest. The parties acknowledge that they fully understand the Agreement and its legal effect, and are signing the agreement freely and voluntarily. Neither party has any reason to believe that the other did not understand fully the terms and effects of the Agreement or that the other party did not freely and voluntarily execute this Agreement.

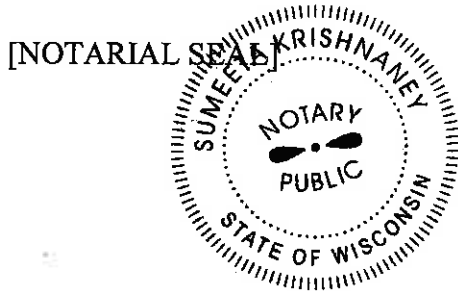
IN WITNESS WHEREOF, this Agreement is signed on this 13th day of October, 2017.

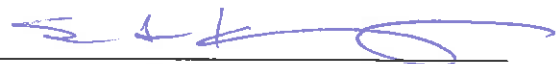

Edward R. Cassel


Jeanne M. Cassel

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 13th day of October, 2017, the above-named **Edward R. Cassel** and **Jeanne M. Cassel** to me known to be the persons who executed the foregoing instrument and acknowledged the same.




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

