Eric Freeberg has provided for the club foundation to be the beneficiary of a $50,000 life insurance policy. This has been provided through the Eric O. Freeberg CHARITABLE REMAINDER ANNUITY TRUST dated Oct. 31 2018—see below document.

The policy is issued by United Life Insurance Company policy Number 0417781
Address: 118 2nd Ave SE, Cedar Rapids, Iowa 52401; 800 637-8318
www.unitedLife.com Also PO Box 729 Cedar Rapids IA 52406-0729
lifeins@unitedlife.com

The policy has been arranged through United Life Agent Sexton Advisory Group; Steven M. Sexton 27247 Madison Ave. Suite 500 Temecula, Ca 92590

951-695-8810

Eric advises the beneficiary designation is irrevocable.

ERIC O. FREEBERG 2018 CHARITABLE REMAINDER ANNUITY TRUST

This **Eric O. Freeberg 2018 CHARITABLE REMAINDER ANNUITY TRUST** ("Agreement") is made and entered into this 31 ST day of October, 2018, by Eric O. Freeberg, a resident of San Diego County, California, as Grantor ("Grantor"), and **Leistikow Law Office, LLC**, an Iowa limited liability company, as Trustee ("Trustee").

ARTICLE I

Name of the Trust, Defined Terms, Family Status

This Agreement may be designated as the "**ERIC O. FREEBERG 2018 CHARITABLE REMAINDER ANNUITY TRUST**" and shall be referred to within as this Agreement.

All capitalized terms are defined respectively in the Article titled "Definitions/Rules of Construction" or otherwise in the context.

As of the date of execution of this Agreement: (A) Grantor is domiciled in the State of California; (B) Grantor is married to Sandra Lou Freeberg; (C) Grantor has three (3) living children, namely: Larisa Haytmanek (legal age), Kristina Heimers (legal age), and Jon Freeberg (legal age), (collectively hereafter "Children").

ARTICLE II

Irrevocable Status

This Agreement shall be irrevocable, and Grantor expressly waives all rights and powers to alter, amend, revoke, restate or terminate this Agreement, in full or in part.

ARTICLE III

Rules of Construction/Definitions

In the interpretation and construction of the provisions of this Agreement, the following shall govern and control:

A. The masculine gender shall include the feminine and neuter.

B. The singular shall include the plural, and the plural shall include the singular, wherever the context requires such constructions.

C. "Trustee" shall include not only the original Trustees but also any substitute or Successor Trustee(s).

D. Any natural person shall be considered "Incapacitated" if: (1) such person is a minor or is under some other legal disability (under the laws of such person's domicile); (2) such person has been certified in writing to be unable to manage his/her financial affairs by the principal physician attending to such person's care; (3) such person's whereabouts are unknown and the Trustee has not been able to locate such person for at least ninety (90) consecutive days; or (4) such person is incarcerated and such incarceration has lasted for more than ninety (90) consecutive days.

E. "Guardian" shall mean successively in the order named: (1) either parent; (2) any other adult relative appointed by the Trustee; (3) the court-appointed guardian or conservator of the estate; or (4) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

F. "Trust Property" shall include the property received initially by the Trustee from Grantor, all investments and reinvestments of such property and all income arising from the foregoing. Proceeds from the sale or exchange of any Trust Property contributed to this Agreement by Grantor shall be allocated to principal and not to income.

G. "Code" shall mean the United States Internal Revenue Code of 1986, as amended, the regulations thereunder, or the corresponding provision of any subsequent federal tax law.

H. The Iowa Trust Code under Chapter 633A and any other applicable "prudent person rule", "prudent investor rule" or similar restrictions governing trusts and trustees, whether statutory, common law or otherwise, are specifically waived, and the Trustee is granted unlimited and exclusive discretion in determining such matters for all trusts created under this Agreement.

I. Grantor expressly directs that no "anti-lapse" statutes or anti-lapse rules under common law shall apply to this Agreement. Grantor expressly negates the application of Iowa law to the contrary.

J. "Recipients" shall mean Grantor, then Grantor's spouse and Children; individually and collectively hereafter "Recipient" and shall mean any of them.

K. The captions are for ease of reference only and shall not alter the meaning of any provision.

L. This Agreement may be executed in two (2) or more counterparts, each to be deemed an original for all purposes and all together to constitute one and the same Agreement.

ARTICLE IV

Annuities

A. Grantor considers annuities, whether variable, fixed or any other type (individually "Annuity"; collectively "Annuities"), to be proper investments to be made by the Trustee and held by this Agreement, and the Trustee is authorized to invest any part or all of the Trust Property in one (1) or more Annuities, without being limited by any statue or rule of law governing investments by Trustees, even though the Trustee otherwise could not properly purchase Annuities as a trust investment and though their retention might violate principles of investment diversification or fiduciary responsibility.

B. The Trustee may provide for the Annuity Amount (defined in the Article titled "Annuity Provisions") by purchasing one (1) or more Annuities (including without limitation one [1] or more Single Premium Immediate Annuities), with the total cost of such Annuity or Annuities to be less than ninety percent (90%) of the initial fair market value of the Trust Property, which will guarantee to pay to the Recipients, as applicable, the annual Annuity Amount during the five (5) year Annuity Period (defined in the Article titled "Annuity Provisions"). No Recipient shall: (1) have any right, title, interest, or incident of ownership in or to any such Annuity transferred to or purchased by the Trustee; or (2) exercise any right, power, option, election, privilege, or incident of ownership in or to any such Annuity. All Recipients relinquish any and all rights, powers, options, elections, privileges, and incidents of ownership in any such Annuity and will, at the request of the Trustee, execute, deliver and perform all instruments reasonably required to effectuate this relinquishment. If the Trustee chooses to provide for the Annuity Amount in this manner, this Agreement may only purchase such Annuity from an insurer with an A.M. Best Company Insurer Financial Strength Rating of "Superior" (A++, A+) or "Excellent" (A ,A).

C. The Trustee is exonerated from any and all liability for the selection of one (1) or more Annuities and the performance of any such Annuities.

D. The Trustee is not a guarantor of any Annuity held in this Agreement. The Trustee shall not be liable to Grantor or to any Charitable Organization (defined within) for any loss or damage suffered in connection with the performance or failure to perform of any Annuity or the insolvency of any Annuity.

ARTICLE V

Annuity Provisions

A. **Funding of Trust**. Grantor shall irrevocably convey to the Trustee the property described on Schedule A, and the Trustee agrees to accept the property and to hold, manage and

distribute it pursuant to this Agreement. Such property constitutes the initial Trust Property.

B. **Payment of Annuity Amount.** In each taxable year of this Agreement during the annuity period ("Annuity Period"), the Trustee shall pay to Grantor during his lifetime for a period of five (5) years an annuity amount ("Annuity Amount") equal to the greater of: (1) five percent (5%) of the initial net fair market value of all property transferred to this Agreement, valued as provided in section O of this Article as of the date of the transfer of the Trust Property to the Trustee; or (2) the payments received by the Trustee from one (1) or more Single Premium Immediate Annuities purchased by the Trustee as provided in the Article titled "Annuities"; provided, however, that such annuity payments cannot exceed forty-nine percent (49%) of the initial fair market value of the Trust Property. Upon Grantor's death prior to the end of the Annuity Period, the Trustee shall pay the Annuity Amount to the Spouse, if she is living and if not, then to Children in equal amounts, per stirpes and not per capita to the Children until the end of the Annuity Period, if he is living and if not then to Grandchildren in equal amounts, per stirpes, and not per capita to the Grandchildren until the end of the Annuity Period.

The first day ("First Day") of the Annuity Period shall be the date the Trust Property is transferred to this Agreement, and the last day of the Annuity Period shall be the day preceding the fifth 5th anniversary of the First Day. The Annuity Amount shall be paid in equal annual installments from income, and to the extent income is not sufficient, from principal. Any income of this Agreement for a taxable year in excess of the Annuity Amount shall be added to principal.

If the initial net fair market value of the Trust Property is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the Trustee shall pay to the Recipients, as applicable, (in the case of an undervaluation) or collect from the Recipients, as applicable, (in the case of an overvaluation) an amount equal to the difference between the Annuity Amount(s) properly payable and the Annuity Amount(s) actually paid.

C. **No Payment by Trust of Federal Estate Taxes and State Death Taxes.** No estate, death or inheritance taxes (collectively "Death Taxes") payable as a result of the inclusion of any portion of the property of this Agreement in Grantor's gross estate shall be paid by or recoverable from this Agreement. Grantor imposes an obligation on his estate to pay all Death Taxes from sources other than this Agreement or the Trust Property and agrees to so provide in his Will or otherwise. This obligation may be enforced by the Trustee or the charitable remainderman(men), acting alone or together. The lifetime annuity interest of Children will continue in effect upon the death of the Grantor only if they furnish the funds for payment of any Death Taxes for which the Trustee may be liable upon the death of Grantor. If they do not furnish the funds, the Annuity Period shall terminate on the death of Grantor, notwithstanding any other provision in this Agreement to the contrary.

D. **Proration of Annuity Amount.** Except as provided in the next sentence, the Trustee shall prorate the Annuity Amount on a daily basis for any short taxable year. Upon the death of any Recipient, the obligation of the Trustee to pay a share of the Annuity Amount to that deceased Recipient shall terminate with the last regular payment next preceding that Recipient's death. In the taxable year of this Agreement during which the Annuity Period ends, the obligation of the Trustee to pay the Annuity Amount shall terminate with the regular payment next preceding the termination of the Annuity Period.

E. **Distribution of Remainder to Charity**. At the termination of the Annuity Period, the Trustee shall distribute the entire principal and income of this Agreement (other than any amount due any Recipient[s] under the provisions above), outright and free of trust, among the following which have been determined by the Internal Revenue Service to be public charities pursuant to Code Section 170(b)(1)(A)(i) ("Charitable Organization") in the specified shares to be expended as provided in the section below titled "Purpose of Distributions to Charitable Organizations":

1. **One Hundred Percent (100%) to La Jolla Golden Triangle Rotary Club Foundation**
   14918 Rancho Nuevo, Del Mar, CA 92014
   TIN: #33-0385197

If any Charitable Organization is not an organization described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code at the time when any principal or income of this Agreement is to be distributed to it, then the Trustee shall distribute the then principal and income to one (1) or more Charitable Organizations described in sections 1701(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code as the Trustee shall select, and in the proportions as the Trustee shall decide, in the Trustee's sole discretion.

F. **Early Distribution to Charity/Alternate Distribution to Charity**.

1. **Early Distribution to Charity**. In lieu of the remainder distribution to the Charitable Organizations provided in section E above, the Trustee, upon the availability of adequate funding in cash, may pay at any time to such Charitable Organizations, outright and free of trust in the same shares provided in section E above, an aggregate cash sum equal to ten percent (10%) of the initial fair market value of the Trust Property plus One Hundred Dollars ($100). The Trustee shall not make a distribution in kind to satisfy this cash distribution.

2. **Alternate Distribution to Charity**. Alternatively, payment to the Charitable Organizations may be in the form of one (1) or more fully paid, non-cancellable life insurance policies in the life of Grantor (or the joint lives of Grantors, as the case may be) or on the single life of any Grantor, irrevocably naming the Charitable Organizations in the respective shares set out in paragraph (E) above, as the owners and beneficiaries of said policy(ies), with the payment to the Charitable Organizations as soon as practical after the death of grantor(s) and having a death benefit in an amount that is actuarially equal to ten (10%) percent of the initial fair market value of

the Trust Property. If the Trustee chooses to provide payment in this manner, the trustee may only purchase such policy(ies) from an insurer with an A.M. Best Company Insurer Financial Strength rating of "Superior" (A++, A+), Excellent (A, A-) or Good (B++, B+).

G. **Additional Contributions.** No additional contributions shall be made to this Agreement after the initial contribution.

H. **Prohibited Transactions.** Notwithstanding applicable law or any other provision of this Agreement to the contrary, the Trustee shall not: (1) make any distributions at any time and in any manner which would subject this Agreement to tax under section 4942 of the Code; (2) engage in any act of self-dealing as defined in section 4941(d); (3) make any taxable expenditures as defined in section 4945(d); (4) make any investments that jeopardize the charitable purpose of this Agreement within the meaning of section 4944; (5) retain any excess business holdings within the meaning of section 4943(c); or (6) exercise any power or discretion granted under applicable law or this Agreement that would be inconsistent with the qualifications of this Agreement under section 664(d)(1) of the Code and corresponding Regulations.

I. **Taxable Year.** The taxable year of this Agreement shall be the calendar year.

J. **Governing Law.** The operation of this Agreement shall be governed initially by the laws of the State of Iowa. However, the Trustee is prohibited from exercising any power or discretion granted under Iowa law (or otherwise) that would be inconsistent with the qualification of this Agreement as a charitable remainder annuity trust under section 664(d)(1) of the Code and corresponding regulations.

K. **Limited Power of Amendment.** This Agreement is irrevocable. However, the Trustee shall have the power, acting alone, to amend this Agreement from time to time in any manner required for the sole purpose of ensuring that this Agreement qualifies and continues to qualify as a charitable remainder annuity trust within the meaning of section 664(d)(1) of the Code. Grantor waives any right conferred by applicable law to consent to any modification or termination of this Agreement or any trust herein.

L. **Savings Clause as to Ten Percent (10%)/Five Percent (5%) Requirements.** If the Trust Property or this Agreement, would, but for the operation of this section, fail to qualify for the income, gift or estate tax charitable deduction because of either: (1) the probability that the trust corpus will be exhausted before the termination of the Annuity Period exceeds five percent (5%) (Rev. Rul. 77-374); or (2) the value (determined under section 7520 of the Code) of the charitable remainder interest is not at least ten percent (10%) of terms of this Agreement shall be modified by the Trustee to the extent necessary, in the Trustee's sole discretion, to qualify this Agreement under either or both of the foregoing requirements, including without limitation reduction of the Annuity Amount and, if necessary, reduction of the term of the Annuity Period.

M. **Investment of Trust Assets**. Nothing in this Agreement shall be construed to restrict the Trustee from investing the Trust Property in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Trust Property.

N. **Purpose of Distributions to Charitable Organizations.**

La Jolla Golden Triangle Rotary Club Foundation may use and expend the assets respectively distributed to them pursuant to this Agreement for any legitimate Charitable Organization purpose without restriction.

O. **Valuation**. In computing the initial net fair market value of the Trust Property, the Trustee must take into account all assets and liabilities without regard to whether particular items are taken into account in determining the income of the annuity trust. All determinations of the net fair market value of this Agreement must be in accordance with generally accepted fiduciary accounting principles and any Regulations governing charitable remainder annuity trusts. In any conflict, the Regulations will control over generally accepted accounting principles or inconsistent provisions of this Agreement.

Whenever the value of a trust asset must be determined, the Trustee shall determine the value of any assets that are not cash, cash equivalents, or other assets that can be readily sold or exchanged for cash or cash equivalents (hereinafter "Unmarketable Assets"), by either: (1) obtaining a current Qualified Appraisal from a Qualified Appraiser, as defined in Sections 1.170A-13(c)(3) and Section 1.170A-13(c)(5) of the Treasury Regulations, respectively; or (2) ensuring the valuation of these Unmarketable Assets is performed exclusively by an Independent Trustee, within the meaning of Section 1.664-1(a)(7)(iii) of the Treasury Regulations.

P. **Other Payments Prohibited.** Notwithstanding any current or subsequently enacted or adjudicated provision of state law to the contrary, no trust income or principal other than the Annuity Amount may be distributed to or for the use of any person or entity that is not a Charitable Organization; provided, however, that if trust income or principal is transferred for full and adequate consideration, the transfer may be made to a person or entity other than a Charitable Organization without violating the terms of this Section.

Q. **Determination of Income and Principal.** Notwithstanding the general application of Iowa law to this Agreement, and except as otherwise specifically provided in this Agreement, the definitions of trust income and principal and the rules governing how and when property received or expenses paid by the Trustee shall be allocated between income and principal shall be governed as follows:

1. First by any express provision of this Agreement, but if there is no applicable provision; then

2. In the reasonable discretion of the Trustee.

R. **Conformity with Federal Tax Laws.** The Trustee is prohibited from exercising any power or discretion granted under the law of State of Iowa that would be inconsistent with the qualification of this Agreement as a charitable remainder annuity trust under Section 664(d)(1) of the Code and the corresponding Treasury Regulations.

The Trustee shall value, manage and invest the assets of this Agreement consistent with Grantor's intent that this Agreement be exempt from taxation, and that Grantor will be entitled to charitable contribution deductions for federal income and gift tax purposes, and if any part of the Trust Property is includable in the estate of Grantor, the estate will be entitled to a charitable deduction for federal estate tax purposes.

S. **Charitable Deduction Savings Clause.** It is intended that this Agreement will obtain the full benefit of any income, gift and estate tax charitable contribution deductions to which Grantor (and his estate) may be entitled under the Code and for this Agreement to qualify as a charitable remainder annuity trust within the meaning of Section 4 of Revenue Procedure 2003-55 and Section 664(d)(1) of the Code and the regulations thereunder. Accordingly, notwithstanding any provision in this Agreement to the contrary, the provisions of this Agreement shall be construed, and this Agreement administered and disposed of in accordance with this intention and in a manner consistent with such Code section(s), regulations and rulings. No right, power or discretion granted to the Trustee or any other person by this Agreement or by law shall be exercisable in a manner that would cause this Agreement to fail to constitute a charitable remainder annuity trust within the meaning of such Code section(s), regulations and rulings. Should the provisions of this Agreement be inconsistent or in conflict with such Code sections (or applicable regulations, revenue rulings, revenue procedures, notices or other administrative pronouncements), then such Code sections (or regulations, revenue rulings, revenue procedures, notices or administrative pronouncements) shall supersede the conflicting provisions set forth in this Agreement.

T. **Priority of Article V.** The provisions specifically applicable to this Agreement in this Article V, shall prevail over and control any other provision in this Agreement inconsistent herewith.

ARTICLE VI
General Administrative Provisions

Subject to the Article titled "Annuity Provisions", the following general provisions shall apply to this Agreement:

A. If at any time any Recipient who is eligible to receive payment of the Annuity Amount is Incapacitated, under Financial Distress (defined below), under other legal disability, or in the opinion of the Trustee is otherwise incapable of properly managing his or her financial affairs, then the Trustee, in his sole discretion, and without the participating or consent of any Guardian or other fiduciary, may from time to time decline to make such outright distributions and instead may: (1) make those distributions in full or in part: (a) directly to such Recipient; (b) to the Guardian of such Recipient; or (c) to a custodian

selected by the Trustee for such Recipient under a Uniform Transfers to Minors Act or similar applicable law; or (2) otherwise continue to hold in trust or expend some, all or none of the distributions for such Recipient in such manner as the Trustee considers appropriate.

"Financial Distress" shall mean with respect to any Recipient: (1) being a party to any civil or criminal litigation; (2) being involved in bankruptcy, insolvency or other creditor proceeding or workout; (3) being subject to any type of civil, domestic (including without limitation, divorce, dissolution of marriage or other family litigation) or criminal judgment, attachment, execution, garnishment or other legal or equitable process; (4) being a party to any divorce, dissolution of marriage, annulment, modification or other family law litigation; (5) living under a form of government or other adverse legal, social, political, economic or other negative conditions which expose the assets proposed to be distributed to waste, confiscation or expropriation or other condition of jeopardy detrimental to the interests of the Recipient; or (6) if receipt by the Recipient of the assets in question would disqualify the Recipient from receiving any type of government assistance.

B. The Trustee may but shall not be obligated to transfer the situs of this Agreement and/or the location of the Trust Property of any such trust, to one (1) or more other jurisdictions (either foreign or domestic) and may direct that the administration of the transferred trust shall thereafter be governed by the laws of such other jurisdiction. The Trustee is authorized to take whatever action is necessary or desirable (including the commencement of an appropriate judicial proceeding) in order to effectuate such a transfer of trust situs or of the location of Trust Property. The power conferred on the Trustee under this paragraph shall be a continuing power which may be exercised any number of times for the purpose of effectuating additional transfers of trust situs and/or of the location of Trust Property. The Trustee shall have no duty to transfer the situs of this Agreement and/or Trust Property at any time. The determination of the Trustee to transfer (or not to transfer) the situs of a trust or the location of Trust Property shall be conclusive and binding on all persons interested in the affected trust or Trust Property.

C. In the event of a conflict between the provisions of this Agreement and any applicable statute, common law, regulation or otherwise to the contrary, then the provisions of this Agreement shall supersede and control.

ARTICLE VII
Limited Disclosure of Information

Except to the extent specifically required by applicable Iowa law, the Trustee shall have no duty or obligation to provide at any time to any beneficiary or other person or entity having a vested or contingent beneficial interest in this Agreement any information or documentation regarding this Agreement, including without limitation, the following:

A. A copy of this Agreement instrument(s);

B. Any report as to the nature, extent and valuation of trust assets, trust property, liabilities, income, expenses, receipts, disbursements or any other information regarding the subject trust instrument or trust; or

C. Periodic accountings of any trust created under this Agreement.

The Trustee shall provide to each beneficiary the information and documentation, if any, required by Iowa law.

Any beneficiary or his/her Guardian may grant the Trustee a full and complete release from any and all liability to such beneficiary attributable to any act by or omission of the Trustee and may approve any accounting of the subject trust. Any such release or approval by all of the competent, adult current beneficiaries of a trust shall be binding and conclusive upon all current beneficiaries and remaindermen (including minor and then unborn beneficiaries and remaindermen) who may then have or thereafter acquire an interest in such trust.

ARTICLE VIII
Trustee Powers

For ease of reference, the Trustee is referred to throughout in the singular and masculine gender.

Subject to the Article titled "Annuity Provisions", in addition to any authority conferred by law, Grantor grants to the Trustee the following powers, all of which may be exercised by the Trustee at any time and from time to time in his sole and absolute discretion without order of any Court:

A. All powers conferred by the laws of Iowa, including without limitation by the Iowa Trust Code including all subsequent amendments thereto.

B. Perform every act which a prudent person would perform for the purposes of this Agreement.

C. Retain and hold as an investment of any trust any and all Trust Property received or acquired by him, regardless of the value, nature or description thereof, including but not limited to securities of and interests in any corporation, closely held corporation, partnership, limited partnership, limited liability partnership, limited liability company or any other entity of any type or description, so long as he considers it advisable to do so, without incurring any liability for so doing and without regard to any prudent investor rule, prudent person rule or other statute or rule of law in force now or in the future regulating diversification, investment or management of trust assets; and to take any action, including the delegation of discretionary powers, which he may deem advisable to protect any such interest; to vote equity interests in any entity by proxy with or without power of substitution and to assert or waive any right or privilege in respect thereto, including among other things, the right to enter into such voting trusts as the Trustee may deem advisable.

D. Sell at public or private sale, grant options to buy, grant options to sell, rent, lease for terms, however long, license, insure, convert, reconvert, convey, assign, transfer, exchange or otherwise dispose of, with or without consideration, any Trust Property;

E. Borrow money and repay or provide for the repayment of any borrowed funds from the principal and/or income of this Agreement as determined by the Trustee; guarantee payment of any one (1) or more loans owing by or to any person or entity; pledge or mortgage the assets of this Agreement to secure any of the above; and lend money on a secured or unsecured basis to any person or entity of any kind or description.

F. Open agency accounts, discretionary accounts or any other type of account with brokerage firms, banks and others;

G. Rent safe-deposit boxes or vaults in any one (1) or more locations in the world, add to or remove some or all of the items placed in any safe-deposit box or vault;

H. Invest and reinvest all or any part of the Trust Property in such manner and in such property as he may determine, including but not limited to bank accounts, checking accounts, savings accounts, savings and loan accounts, credit union accounts, certificates of deposit, U.S. Government bills/bonds/notes, brokerage accounts, money market funds, mutual funds, common stocks, preferred stocks, bonds, real estate, condominium properties, cooperative apartments, mortgages, debentures, promissory notes, partnerships, limited partnerships, limited liability partnerships, limited liability companies, warrants, promissory notes, voting trust certificates, land trusts, annuities (including without limitation single premium immediate annuities), real estate investment trusts, managed stock accounts or any other types of securities or forms of investment, including without limitation partial interests, fractional interests, life estates and remainder interests whether or not of a kind now or later held to be lawful for the investment of trust funds; to take and hold title to such investments in whatever form, name or registration the Trustee may determine and

direct, and upon such terms and for such length of time and in such relative amounts as the Trustee shall deem for the best interest of this Agreement;

I. Take such action as necessary and in the best interest of the Recipients, particularly to dispose of or make productive any non-productive asset;

J. Litigate, mediate, arbitrate, defend, enforce, release, compromise, adjust and/or settle any debts, liabilities, obligations, claims or rights directly or indirectly affecting this Agreement.

K. Engage such accountants, appraisers, investment advisors, depositories (including renting safe deposit boxes or vaults), custodians, attorneys and other professionals and independent contractors as he may deem necessary for the efficient and proper management of this Agreement, and to compensate such persons in such amounts as the Trustee may deem reasonable, subject to compensating the corporate Trustee according to its fee schedule as provided in the Article titled "Trustee Compensation".

L. Commingle property of any separate trusts created and maintained under this Agreement and to administer such commingled property as an undivided interest; to re-segregate such property and administer it separately.

M. Participate in the organization, reorganization, merger, spin-off, liquidation, continuation, operation, discontinuance, dissolution, and/or liquidation of any business and/or entity in which any trust has an interest.

N. Obtain and maintain in force title, fire, liability, casualty or other insurance on or in connection with any property; to pay packing, storage and shipping expenses for, and related insurance premiums on, any property.

O. Carry property in the name of a nominee or nominees or payable to bearer; to deposit eligible securities with any clearing corporation; to hold United States Government securities in a Federal Reserve Bank under book-entry system.

P. Retain un-invested funds or non-interest bearing funds.

Q. Retain any farm, vacation, lake, recreational or other real or personal property, even though that property may constitute all or a large portion of the Trust Property, and to acquire other farm, vacation, lake, recreational or other real or personal property; to develop, lease, or otherwise dispose of any mineral, oil, or gas property or rights; to borrow money for any of the purposes described in this section; in general to do all things customary or desirable in farm operations; and to acquire or lease assets for the benefit or use by any beneficiary irrespective of any risk, non-productivity or lack of diversification.

R. Add to, modify or otherwise edit the name of any trust for purposes of identification or to facilitate administration.

S. The Trustee shall possess the broadest possible rights and powers regarding Trust Property that presents or may present environmental concerns. The Trustee is authorized to take any action and expend any amounts of income and principal from any trust that he deems advisable in his sole discretion for the purpose of complying with all environmental laws and regulations and preventing, correcting, managing, studying, sampling, monitoring, or investigating any environmental problem, whether currently existing or subsequently arising (including, but not limited to, any release or threatened release of any contaminant into any indoor or outdoor environment), existing on, at, under or in connection with any property owned, leased, managed, operated, possessed or in any manner held in any trust or by any corporation, partnership or other entity in which any trust has any interest (collectively "Environmental Actions"). The Trustee may withhold a distribution or payment to a beneficiary until receiving from such beneficiary an agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee asserting liability under any federal, state or local environmental law or regulation including without limitation liability as an "owner", "operator" or otherwise under the Comprehensive Environmental Response, Compensation Liability Act of 1980, as from time to time amended, or any regulation thereunder. The Trustee shall not be liable to any Recipient for any loss or depreciation in value of the Trust Property as a result of the Trustee retaining any property on which there is discovered to be hazardous materials or substances requiring remedial action pursuant to any environmental law, unless the Trustee contributed to that loss or depreciation through wilful default or misconduct or gross negligence.

T. Delegate any duties or powers, discretionary or otherwise, to any person or entity for such periods and upon such terms and conditions as may be provided in a power of attorney or other acknowledged written instrument; and, if any duties or powers are delegated to a co-Trustee, the Trustee delegating any such duties or powers under this Agreement shall remain fully responsible for all actions and omissions of the person or entity to whom/which such delegation was directed; and any such delegation shall be revocable by a similar instrument so delivered at any time provided.

U. Perform all other acts appropriate or necessary for the proper administration, management, investment, and distribution of this Agreement.

V. Do all other similar or dissimilar acts and things which the Trustee deems to be for the benefit of this Agreement and the respective beneficiary(ies) thereof whether or not such acts and things are specifically set forth in this Agreement.

ARTICLE IX
Successor Trustees

Upon the resignation, incapacity or dissolution of **Leistikow Law Office, LLC, The First National Bank of Cedar Falls, IA Trust Department** shall serve as sole Trustee.

No Trustee shall ever be required to: (A) give bond or security in order to serve as trustee; (B) qualify before, be appointed by or account to any court; or (C) obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this Agreement.

If any corporate Trustee designated to act or at any time acting is merged with or transfers substantially all of its assets to another entity or is in any other manner reorganized or reincorporated, the successor entity shall become Trustee in place of its predecessor.

If any Trustee is or becomes Incapacitated, such Trustee shall be deemed to have resigned on the date on which he/she first became Incapacitated.

ARTICLE X
Resignation by Trustee

Any Trustee may at any time refuse to serve or, if serving, may resign by executing a written declaration his refusal or resignation and delivering it to the next successor Trustee, if any, and to the primary beneficiaries of the subject trust. No court action or any proceeding in addition to the requirements provided in this section shall be necessary.

ARTICLE XI
Trustee Compensation

Any individual Trustee shall be entitled to receive reasonable compensation for his services (taking into account the nature and extent of the services rendered, the nature and extent of the Trust Property administered and distributed and all other relevant factors). In addition, any Trustee shall be entitled to be reimbursed for any expenses reasonably and necessarily incurred in the performance of his (her) duties under this Agreement. Any Corporate Trustee

shall be compensated for its services at the lesser of: (i) any negotiated fee or (ii) in accordance with its published schedule of fees in effect when such services are rendered. Notwithstanding any provision in this Article, no individual or corporate Trustee shall ever be paid any fee based on or computed in relation to the termination of any trust or the distribution of any Trust Property from any trust.

ARTICLE XII
Spendthrift Provision

No Recipient or other beneficiary shall have power to sell, assign, mortgage, transfer, convey, pledge, encumber or otherwise anticipate or dispose (collectively "Dispose" or "Disposition") of any interest such beneficiary may have in any income or principal held in any trust created under this Agreement. Any such Disposition or attempted Disposition shall be void and of no effect. No interest or right of any Recipient or other beneficiary in and to the property held in any trust created under this Agreement, either principal or income, shall be subject to execution, seizure, garnishment, attachment or any other legal or equitable process based on or otherwise relating to any debt or liability of such Recipient or other beneficiary.

This Article shall cause all trusts created under this Agreement to constitute "spendthrift trusts" pursuant to applicable Iowa law.

ARTICLE XIII
Severability

Should any provision of this Agreement be finally determined to be unenforceable by a court of competent jurisdiction in a final judgment not subject to any appeal, extraordinary remedy or other post-judgment relief, then such provision shall not affect any other provision, but the remainder of this Agreement shall be effective as though such unenforceable provision had not been contained in this Agreement.

ARTICLE XIV
Trustee's Actions/Liability

The Trustee shall be presumed to have acted within the scope of his authority, to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested unless the contrary be proved by affirmative evidence. In the absence of such proof, the Trustee shall not be liable for loss arising from depreciation or shrinkage in value of any property authorized to be held or acquired in this Agreement. The Trustee shall incur no liability to Grantor, any other Recipient or any Charitable Organization for any decision made or action taken in the exercise of good faith of any authority or discretion conferred by this Agreement. No Trustee shall be liable in any event for any mistake in judgment in the making or retaining of investments, so long as the same be made or retained in good faith.

All decisions of the Trustee made in good faith in the exercise of any discretion conferred upon the Trustee shall be binding and conclusive upon all parties in interest. No person dealing with the Trustee shall be obligated to see to the application of any money, securities or other property paid or delivered to the Trustee, nor to inquire into the authority of the Trustee to enter into and consummate any transaction or take any other action.

ARTICLE XV
Choice of Law; No Court Supervision

This Agreement shall have its initial situs in the State of Iowa. Accordingly, the validity, construction and administration of this Agreement shall be determined initially according to the internal substantive laws of Iowa without regard to conflicts of laws provisions ("Iowa Law"). Provided, however, if the situs of this Agreement and/or the situs of any Trust Property is changed by the Trustee pursuant to authority granted in this Agreement or any other authority conferred by law, such transferred Trust Property shall be governed, as determined in the sole

discretion of the Trustee, either by: (A) Iowa Law; (B) the internal substantive laws of the jurisdiction to which such trust or Trust Property has been transferred; or (C) the internal substantive laws of such other jurisdiction as the Trustee may determine to be appropriate. If the Trustee determines that the internal substantive laws of a jurisdiction other than Iowa shall govern, all references to Iowa statutes shall become references to the same or similar statutes of such other jurisdiction. Notwithstanding any of the foregoing, the Trustee shall have no duty to administer or cause the administration of this Agreement or Trust Property in any particular jurisdiction.

This Agreement shall be administered free from the supervision and jurisdiction of any Court.

To the extent permitted by law, no Trustee shall be required to qualify before, be appointed by, or in the absence of breach of trust, account to any court or obtain the order or approval of any court in the exercise of any power conferred upon the Trustee (and may exercise such powers for any period of time, including any period of time beyond the period that is required for an interest created under this Agreement to vest so as to be valid under the rule against perpetuities), and the Trustee shall be exempt from any statutory or legal duty to register the trust in any court, except for such temporary filing or registration as may be required by any court action involving this Agreement or any such trust.

ARTICLE XVI
Schedule

The following attached Schedule is incorporated in this Agreement as if set forth verbatim:

SCHEDULE A

Trust Property

An undivided sixty-nine and nine tenths percent (69.9%) interest in Parcels 010-242556 and 010-249600 located in Columbus, Franklin County, Ohio, and legally described as set out on attached Exhibit "A".

[*The remainder of this page is intentionally left blank. Signature, Notary and Schedule pages to follow.*]

IN WITNESS WHEREOF, Grantor and Trustee have executed this Agreement in the capacities designated on the 31 ST day of October, 2018.

Eric O. Freeberg, Grantor

Leistikow Law Office, LLC, Trustee
By: Kurt R. Leistikow, Its Managing Member

STATE OF _____)
)ss.
COUNTY OF _____)

See attached CA. Acknowledgment

On this ____ day of October, in the year 2018, before me, _____ _____, a Notary Public in and for said state, personally appeared Eric O. Freeberg, known to me to be the person who executed the within **ERIC O. FREEBERG 2018 CHARITABLE REMAINDER ANNUITY TRUST,** as Grantor, and acknowledged to me that he executed the same for the purposes therein stated. Further, Eric O. Freeberg acknowledged that he is married and has the three living children listed above.

Subscribed and affirmed before me, this _____ day of October, 2018.

Printed Name: _____
Notary Public

STATE OF IOWA)
)ss.
COUNTY OF BLACK HAWK)

On this 6th day of ~~October~~ November, in the year 2018, before me, Kathryn Harms, a Notary Public in and for said state, personally appeared Leistikow Law Office, LLC, by Kurt R. Leistikow its Managing Member, known to me to be the person who executed the within the **ERIC O. FREEBERG 2018 CHARITABLE REMAINDER ANNUITY TRUST,** as Trustee, and acknowledged to me that he executed the same for the purposes therein stated on behalf of the limited liability company.

Subscribed and affirmed before me, this 6th day of ~~October~~ November, 2018.

Kathryn Harms

Printed Name: Kathryn Harms
Notary Public

KATHRYN HARMS
Commission Number 714829
My Commission Expires

KATHRYN HARMS
Commission Number 714829
My Commission Expires 01-31-2020

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego }

On 1 Nov, 2018, before me, Cissy Songalia, Notary Public,
personally appeared Eric O. Freeberg
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies),~~ and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

CISSY SONGALIA
Commission # 2142320
Notary Public - California
San Diego County
My Comm. Expires Mar 9, 2020

PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE Cissy Songalia

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Eric O. Freeberg 2018 Charitable Remainder Annuity Trust

Document Date: 10/31/2018 Number of Pages:

Signer(s) Other than Named Above:

EXHIBIT "A"

3.132 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Quarter Township 3, Township 1, Range 17, United States Military Lands, being all of the remainder of the original 7.538 acre tract conveyed to Citygate Development Investment Company I, Ltd. by deed of record in Instrument Number 199707100044240, and all of the remainder of the original 2.707 acre tract conveyed to Lepalo, Inc., Trustee by deed of record in Instrument Number 199811090287544, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey monument number 2265, found in the centerline of Stelzer Road, being the easterly line of the 0.454 acre tract conveyed to Franklin County Commissioners by deed of record in Instrument Number 200406300152466;

Thence North 03° 21' 21" East, a distance of 315.18 feet, with said centerline, and said easterly line, to a common corner of said 0.454 acre tract and the 0.145 acre tract conveyed to Franklin County Commissioners by deed of record in Instrument Number 200406300152467;

Thence North 86° 30' 03" West, a distance of 63.00 feet, with the line common to said 0.454 and 0.145 acre tracts, to an iron pin set in the westerly right-of-way line of said Stelzer Road, at a common corner of the remainder of said original 2.707 acre tract, said 0.454 and 0.145 acre tracts, and the remainder of the original 2.707 acre tract conveyed to Richard Ensley by deed of record in 200311030351491, being the TRUE POINT OF BEGINNING;

Thence South 03° 21' 21" West, a distance of 312.00 feet, with said westerly right-of-way line, and with the easterly lines of the remainder of said original 2.707 acre Lepalo tract and the remainder of said original 7.538 acre tract, and the westerly lines of said 0.454 acre tract and the 0.084 acre tract conveyed to Board of County Commissioners, Franklin County, Ohio by deed of record in Instrument Number 200406080131777, to an iron pin set at the southwesterly corner of said 0.084 acre tract, being in the northerly right-of-way line of CityGate Drive, as dedicated in Plat Book 87, Page 36;

Thence with the line common to said original 7.538 acre tract and said northerly right-of-way line, the following courses and distances:

South 48° 25' 39" West, a distance of 9.88 feet, to an iron pin set;

North 86° 30' 03" West, a distance of 205.00 feet, to an iron pin set;

South 03° 29' 57" West, a distance of 6.00 feet, to an iron pin set;

North 86° 30' 03" West, a distance of 212.16 feet, to an iron pin set at the common corner of the remainder of said original 7.538 acre tract and the 2.850 acre tract conveyed to Educational Service Center of Franklin County by deed of record in Instrument Number 200704030057098;

Thence North 03° 29' 57' East, a distance of 325.00 feet, with the easterly line of said 2.850 acre tract and the westerly lines of the remainders of said original 7.538 and 2.707 acre (Lepalo) tracts, to an iron pin set in the southerly line of said original 2.707 acre Ensley tract;

Thence South 86° 30' 03" East, a distance of 423.36 feet, with the line common to said 2.707 acre tracts, to the TRUE POINT OF BEGINNING containing 3.132 acres more or less, of which 0.972 acre is all of parcel number 010-249600 and 2.160 acres is all of parcel number 010-242556.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on South 03° 21' 21" West for a portion of the centerline of Stelzer Road, as shown on the plat entitled "Dedication Plat of CityGate Drive and Easements Part 1", of record in Plat Book 87, Page 36.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-07-2018

Employer Identification Number:
83-6487533

Form: SS-4

Number of this notice: CP 575 B

ERIC O FREEBERG 2018 CHARITABLE
REMAINDER TR
% LEISTIKOW LAW OFFICE LLC TTEE
4817 UNIVERSITY AVE STE D
CEDAR FALLS, IA 50613

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-6487533. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041 04/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575B 11-07-2018 ERIC B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is ERIC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 11-07-2018
EMPLOYER IDENTIFICATION NUMBER: 83-6487533
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ERIC O FREEBERG 2018 CHARITABLE REMAINDER TR
% LEISTIKOW LAW OFFICE LLC TTEE
4817 UNIVERSITY AVE STE D
CEDAR FALLS, IA 50613