

PROPERTY DIVISION AGREEMENT

The beneficiaries of the Robert R and Muriel S Kent Trust, Stephen S. Kent, Kristi Evers, Cynthia Dillon and Guardian/Trustee Randall Kuckenmeister do hereby agree as follows:

The purpose of this Agreement is an attempt to value and divide all of the Robert and Muriel Kent Trust real and personal property and cash fairly and equally, both as to fair market value but also real property income and real property types of property (commercial, residential, and vacant and real property) between the three beneficiaries consistent with the Trust as much as possible. To facilitate an equal division an auction process will be followed as explained below. The parties agree they will act in good faith in conformity with these goals.

A. Real Property

1. Prior to the time of bidding, each beneficiary will prepare a list of real properties with their opinion as to fair market value for each. Properties will be listed separately where the property has its own legal description and there are improvements on a parcel such as 165 Maine and the adjacent properties will each be separate. The three lists of fair market value will be averaged for each property then totaled by the Trustee. If a party's valuation is greater/less than 10 percent of either of the other valuations, the party with the outlying valuation must submit to the Trustee an objective basis for the valuation. If it appears the valuation is based upon objective factors (i.e. comparative real estate values, Zillow.com value, etc.), then the value will be accepted by the Trustee in his sole discretion. If it is not supported with objective facts, then the property at issue shall be appraised, at the expense of the Trust, and the appraisal will govern the value for that property before auction. The total of all real property shall then be divided by three. This total average amount will be the basis for the one-third each beneficiary shall have to spend and use to bid for division of the trust real property. The Trustee, Randal Kuckenmeister, shall facilitate this process and provide this list of real properties and calculate the average value for each real property to the beneficiaries prior to the date for bidding.
2. The three beneficiaries will meet with the Trustee, at a mutually agreeable time and place, each in a separate conference room, or sharing a conference room. A coin flip by the Trustee will determine who will have first, second and third choice to being bidding on the real properties.
3. The person with the first turn shall then choose one real property from the list of real property owned by the Trust and make a bid amount for that property in an amount equal to or greater than the average value. The Trustee will then advise the other two beneficiaries of the property chosen and amount bid. Bidding will continue until a high bid is reached. After the high bid is reached, that real property will be allocated and subsequently conveyed to the beneficiary who makes the highest bid and removed from the list of real property available for bid. The high bid value for that real property will be deducted from that beneficiary who had the high bids total available funds for bidding. If the high bid was more than the average value for that real property listed in paragraph A1, then the increased value will be added to the total for all real property values and each beneficiary's available total increased proportionately. The Trustee will then inform the other beneficiaries of the high bid and new total and the amount remaining for each beneficiary to use to continue to bid.

4. The person with the second turn will then choose one real property from the list of real property owned by the Trust and make a bid for that real property. The Trustee will then advise the other two beneficiaries of the property chosen and amount bid. The other beneficiaries may make a competing bid that exceeds the first bid. Bidding will continue until a high bid is reached. After high bid is reached, that real property will be allocated to the high bidder and subsequently conveyed to the beneficiary who makes the highest bid and removed from the list of real property. The high bid value for that real property will be deducted from that beneficiary who had the high bids' total available funds for bidding. If the high bid was more than the average value for that real property listed in paragraph 1, then the increased value will be added to the total for all property values and each beneficiary's available total increased proportionately. The Trustee will then inform the other beneficiaries of the high bid and new total and the amount remaining for each beneficiary to use to bid.
5. The person with the third turn can then choose one, and make a bid for one, real property from the list of real property owned by the Trust. The Trustee will then advise the other two beneficiaries of the amount bid. The other beneficiaries may make a competing bid that exceeds the first bid. Bidding will continue until a high bid is reached. After the high bid is reached, that property will be allocated and subsequently conveyed to the beneficiary who makes the highest bid and removed from the list of properties. The high bid value for that property will be deducted from that beneficiary who had the high bids' total available funds for bidding. If the high bid was more than the average value for that property listed in paragraph 1, then the increased value will be added to the total for all property values and each beneficiary's available total increased proportionately. The Trustee will then inform the other beneficiaries of the high bid and new total and the amount remaining for each beneficiary to use to bid.
6. In the next round for fairness, the order of choosing will start with the person who chose second in the first round of bidding, then go to the person who chose third, then the person who chose first following the above bid procedure.
7. In the next round of bidding, the order of choosing will start with the person who went third in the first round, then go to the person who chose first in the first round, then the person who chose second in the first round following the above procedure.
8. This bidding process shall continue until all of the properties are chosen through the high bid process described above and each beneficiary has spent their adjusted total. If a beneficiary spends his or her share of the total then the remaining beneficiaries will continue to bid until each beneficiary has exhausted their share.
9. If near the end of the bidding process any beneficiary's available amount is insufficient to cover the amount of any remaining real property and no other beneficiary who does have sufficient amounts to bid on the remaining real property does not want that real property, then a beneficiary may use some of their cash from the investment account to bid. In that event, the amount used by the beneficiary from the investment account will be deducted from what that beneficiary receives from the investment account and split by the other two beneficiaries after the bidding has concluded. In the event of real property or real properties that are not bid on by any beneficiary, then that real property will be sold by the Trustee and the proceeds divided proportionately based on any credit remaining.

10. If at the end of the real property bidding there is a disparity where there are amounts remaining in the fund for bidding for a beneficiary but not real property available to bid on, the Trustee may use the investment monies to adjust what each beneficiary receives so that an equal division of real property and money is made to each beneficiary provided however if at the end of the bidding there is real property available and a beneficiary or beneficiaries have a credit remaining, that beneficiary or beneficiaries must take that remaining real property and then that real property will be allocated to those beneficiaries with a credit before making any adjustment using the investment monies. In any event, the Trustee's use of investment monies for adjustment pursuant to this paragraph shall not exceed \$25,000 per beneficiary.
11. The Trustee shall then prepare and execute deeds for all of the real property as chosen by the beneficiaries transferring title to the beneficiary who was high bidder in the form and title held by the Trust as directed by the beneficiary within 30 days after the bidding ends. All property will be conveyed as is in the condition that it exists at time of transfer with no further obligation of the Trust.
12. To move this matter along, the parties agree to submit their lists identified in Paragraph A1 to the Trustee on or before 14 days of the signing of this Agreement.

B. Personal Property

Family photos depicting only one beneficiary or only the beneficiary's children will be given to that beneficiary. All other photos, video and movies Kristi and Cynthia desire to have will be duplicated by them at their own cost. The original photos, video and movies, not otherwise distributed pursuant to the first sentence noted in this paragraph, will then be distributed to Stephen.

1. The same procedure as listed above for real property shall be followed for division of Trust personal property. A list of all personal property with values shall be prepared by the Trustee hiring a professional inventory value service. The valuation by the service shall be totaled and divided by three, with one-third of the inventory/value total amount shall then be available to each beneficiary for bidding on personal property.
2. The three beneficiaries shall then, within one week, provide the Trustee and each other beneficiary with their bid for items of property they want. Bids may be more than or the same as the average values. If there are multiple bids, the item will be allocated to the highest bidder subject to additional bids in B(3).
3. Within one week thereafter, each beneficiary shall then advise the Trustee of each item of property that each beneficiary wants to make a competing bid on. This bid must exceed the prior bid by 20% or it will not be considered. The Trustee will then advise the other two beneficiaries of the amount bid. The other beneficiaries may make a bid that exceeds the first bid. This bid must exceed the prior bid by 20% or it will not be considered. Bidding will continue in this fashion until a high bid is reached. After high bid is reached, that item of property will be allocated to the beneficiary who makes the highest bid. The high bid value for that property and any other property where there was no competing bid will be deducted from that beneficiary's total. If the high bid was more than the average value for that property listed in paragraph B1, then the increased value will be added to the total for all property values and each beneficiary's

available total increased proportionately. The Trustee will then inform the other beneficiaries of the high bid and new total and the amount remaining for each beneficiary to use to bid.

4. Bidding will continue through the submission of written bid lists until a high bid is reached for each item of property. After high bid is reached, that property will be allocated to the beneficiary who makes the highest bid. The high bid value for that property will be deducted from that beneficiary's total. If the high bid was more than the average value for that property listed in paragraph B1, then the increased value will be added to the total for all property values and each beneficiary's available total increased proportionately. The Trustee will then inform the other beneficiaries of the high bid and new total and the amount remaining for each beneficiary to use to bid.
5. If near the end of the bidding process any beneficiary's available amount is insufficient to cover the amount of any remaining personal property and no other beneficiary who does have sufficient amounts to bid on the remaining personal property does not want that personal property, then a beneficiary may use some of their cash from the investment account to bid. In that event, the amount used by the beneficiary from the investment account will be deducted from what that beneficiary receives from the investment account and split by the other two beneficiaries after the bidding has concluded. In the event of personal property or properties that is not bid on by any beneficiary, then such personal property will be disposed of by the Trustee in the manner in Paragraph B.8 below.
6. This process shall continue until all of the items of property are chosen and each beneficiary has spent their adjusted total. If a beneficiary spends all of their share then the bidding will proceed with the remaining beneficiaries.
7. The Trustee shall then prepare and execute bills of sale for all of the personal property as chosen by the beneficiaries. The beneficiary receiving the item of property will take possession and remove it to a location owned or controlled by each beneficiary within 30 days of the bill of sale.
8. If there still remains personal properties which no beneficiary wants, the Trustee shall donate those items of property to Blessings in a Bucket or if not capable of being donated, then the Trustee may dispose of such remaining property.
9. The coins will be appraised and divided equally in value and type among the beneficiaries to the extent practicable by the Trustee or his designee so that each beneficiary receives one-third of the value and a representative equal share and sample of the types of coins in the collection.

C. Ameritrade Account and Bank Accounts

The monies held in the Ameritrade account and any other bank accounts will be distributed equally, after any adjustments described above and expenses are paid, to the three beneficiaries.

- D. This Agreement may only be modified by a written modification executed by all beneficiaries. This is the final expression of intent of the parties. Therefore, no statement, term, representation or provision not specifically contained in this Agreement

shall be of any force or effect.

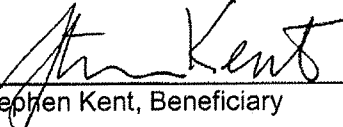
- E. In the event there is any uncertainty or dispute or disagreement or ambiguity in this Agreement or in the process described herein for division of the property, the Trustee, Randal Kuckenmeister, shall resolve it following the goals enumerated in the first paragraph of this Agreement to divide the property equally based on a high bidder process.
- F. All property shall be divided "as is" in its current condition and current state of title to the real property as held by the Trust as of the date of conveyance or transfer. The Trust will have no further obligation after conveyance or transfer.
- G. No item of personal property shall be considered gifted to a beneficiary unless there is a writing confirming the gift. Each beneficiary represents and confirms that they do not have possession of Trust personal property nor have they removed or taken any Trust personal property. In the event personal property is missing after inventory, it will be listed on attachment A and each beneficiary will sign the attachment indicating they do not have possession of the items, nor do their children nor spouses nor friends have possession of the items and in the event the location of the property is found that it will be returned to the Trustee and divided as provided herein.
- H. Each beneficiary has been represented by counsel in negotiating and reaching the terms and conditions stated herein. Ambiguities in this Agreement shall not construed therefore against any party.
- I. These procedures for distributing real property and personal property are agreed to by the Guardian/Trustee and beneficiaries of the Robert R. Kent and Muriel S. Kent Trust, Stephen Kent, Kristi Evers and Cynthia Dillon and such process and the division of Trust property shall be final and is irrevocably binding on the parties.
- J. Each beneficiary shall assume and pay their respective attorney's fees and costs in implementation of this process. Otherwise, all costs, including the fee of the Trustee and other service providers, shall be paid by the Trust.
- K. In the event any party is not complying with the terms of this Agreement, then the Trustee or any other party may seek an order from the guardianship court compelling the non-performing party to perform. The parties agree that the guardianship court shall have jurisdiction with respect to this matter. A hearing is schedule for March 20, 2018, and the parties agree to provide the Court an update with respect to this settlement agreement and address the attorney's fees petitions filed. Barring a dispute under the terms of this Agreement, the parties agree to stay all further proceedings in the guardianship matter until the Trust property is distributed, at which time, an appropriate petition to terminate the guardianship and trust shall be filed.

///

///

///

Dated this 8th day of March 2018




Stephen Kent, Beneficiary

Dated this 8th day of March 2018



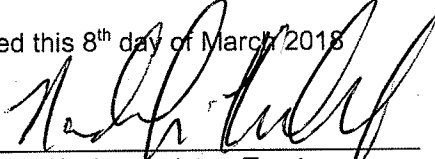
Cynthia Kent-Dillon, Beneficiary

Dated this 8th day of March 2018



Kristi K. Evers, Beneficiary

Dated this 8th day of March 2018



Randal Kuckenmeister, Trustee

**ATTACHMENT A
LIST OF MISSING PROPERTY**

The items below are personal property that was owned by Robert and Muriel Kent and/or the Robert and Muriel Kent Trust but are missing and cannot be found and whereabouts are unknown. The beneficiaries represent and swear under penalty of perjury that they do not know where these items are, that they are not in the possession of the beneficiaries, nor their spouse, nor their children, nor their friends and that if any of these items are located, they shall be immediately returned to the Trustee and divided consistent with the Property Division Agreement agreed to by the beneficiaries.

MISSING PROPERTY:

Agreed and Sworn to Under Penalty of Perjury
this 8th day of March 2018

Stephen S. Kent

Agreed and Sworn to Under Penalty of Perjury
this 8th day of March 2018

Kristi Evers

Agreed and Sworn to Under Penalty of Perjury
this 8th day of March 2018

Cynthia Dillon