

CERTAIN INFORMATION IN THE FOLLOWING TRUST RESTATEMENT HAS BEEN REDACTED BECAUSE IT IS NOT RELEVANT TO THE TRANSFER DESCRIBED IN THIS APPLICATION OR ITS COMPLIANCE WITH THE COMMISSION'S RULES. THE REDACTED INFORMATION IS PROPRIETARY OR PERTAINS TO DISTRIBUTIONS UNRELATED TO COMMUNITY SERVICE BROADCASTERS OR STATION WTCA. THEREFORE, THE REDACTED INFORMATION NEED NOT BE SUBMITTED TO THE COMMISSION BUT WILL BE PROVIDED UPON THE COMMISSION'S REQUEST. SEE THE COMMISSION'S MEMORANDUM OPINION AND ORDER IN LUJ, INC. AND LONG NINE, INC., 17 FCC RCD 16980 (2002) AND PUBLIC NOTICE DA 02-2049, 17 FCC RCD 16166 (2002).

# KENNETH E. KUNZE REVOCABLE LIVING TRUST

Restated February 10, 2020

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THIS TRUST AGREEMENT is fully amended and restated this 10th day of February, 2020, at Plymouth, Indiana, by Kenneth E. Kunze, a resident of Marshall County, Indiana, hereinafter referred to as the "Settlor," and Kenneth E. Kunze, a resident of Marshall County, Indiana, hereinafter referred to as the "Trustee."

## Introduction

Settlor established the Kenneth E. Kunze Revocable Living Trust by an agreement dated August 2, 2011, reserving in Article II, Paragraph A therein the power to amend or revoke the trust. In exercise of his power of amendment, Settlor fully amends and restates the trust as herein provided, and it shall be unnecessary to refer to or rely upon any prior trust agreements, amendments, or restatements.

## Article One

### Trust Identification

A. **Trust Name.** This trust may be referred to as the "Kenneth E. Kunze Revocable Living Trust dated August 2, 2011, and any amendments thereto." However, any identification of the trust shall be valid and effective if it reasonably identifies the trust and indicates that the trust estate is held in a fiduciary capacity by the Trustee.

B. **Trust Identification Number.** During any period this trust is deemed to be a "Grantor Trust" under the provisions of the Internal Revenue Code and Regulations, the taxpayer identification number of the trust shall be Settlor's Social Security Number in accordance with Treasury Regulation Sections 301.6109-1(a)(2)(i)(B), 1.671-4(b)(8) and 1.671-4(b)(2)(i)(A).

C. **Certification of Trust.** The Trustee is authorized to execute and present to third parties a Certification of Trust pursuant to Ind. Code Section 30-4-4-5 describing any trust matter. Any person receiving said Certification shall not be obligated to inquire further into the trust terms or to maintain a copy of the trust agreement.

## Article Two

### Family Declarations

Settlor is not married as of the date this restated trust agreement is executed. Settlor has three (3) children, namely, James C. Kunze, Sr.; Kathryn E. Bottorff; and Lora Ruhnnow.

**Article Three**  
**Trust Estate**

Settlor has transferred, assigned, and conveyed to the Trustee the property listed on Schedule A, attached hereto and incorporated herein, receipt of which is hereby acknowledged by the Trustee. The Trustee agrees to hold and administer the trust estate according to the terms of this agreement. Settlor or any other person may make additions to the trust estate, provided any such additions are acceptable to the Trustee. No person paying money or delivering property to the Trustee shall be required to see to its proper application by the Trustee.

**Article Four**  
**Retained Powers**

In addition to any powers retained by Settlor in other provisions of this trust agreement, Settlor expressly retains the power: (i) to add property to or remove property from the trust at any time and without limitation; (ii) to add, remove, or replace any beneficiary or any Trustee or Co-Trustee under this agreement; and (iii) to amend, restate, or revoke this trust, in whole or in part, by a signed written instrument, provided however, no amendment as to the Trustee's obligations or compensation shall be effective without the Trustee's consent.

**Article Five**  
**Administration during Settlor's Lifetime**

During Settlor's lifetime, the trust shall be administered according to this Article.

A.     **Distributions of Income and Principal.** During Settlor's lifetime, the Trustee shall distribute to or for the benefit of Settlor so much of the income and/or principal of the trust estate as Settlor directs or, in the absence of such direction, so much of the income and/or principal of the trust as the Trustee, in the Trustee's sole discretion, deems necessary or advisable to provide for Settlor's health, maintenance, support, care, comfort, and general welfare, keeping in mind the standard of living to which Settlor is accustomed.

B.     **Distributions during Incapacity.** For purposes of this agreement, Settlor shall be deemed to be incapacitated if: (i) a court of competent jurisdiction determines Settlor is incapacitated under applicable state law; (ii) Settlor disappears or is absent such that he cannot effectively manage his property or financial affairs; or (iii) in the written opinion of Settlor's physician Settlor cannot effectively handle his personal and financial affairs due to age, injury, illness, or any other cause. During any period of Settlor's incapacitation, the Trustee may make distributions in any one or more of the following ways: (i) to Settlor directly, if he is able to manage the distributions; (ii) to Settlor's attorney-in-fact under a power of attorney for finances or property; (iv) to a relative or friend who has care or custody of Settlor; or (v) by applying such distributions directly for Settlor's benefit.



C. **Asset Protection Powers.** If Settlor is admitted to a long-term care facility or the Trustee believes that such admission is imminent, the Trustee may, but is under no obligation to, undertake asset protection planning in conjunction with Settlor's attorney-in-fact under Settlor's power of attorney for property, including by making gifts from the trust to Settlor's descendants or purchasing any type of "exempt resource" under applicable public benefit program rules. Settlor expressly directs that these powers shall be exercised only if the Trustee makes a good faith determination that asset protection planning is appropriate for Settlor and in Settlor's best interests. Prior to exercising any powers granted under this Article, the Trustee shall take such necessary steps, including consultation with counsel, to ensure that any asset protection plan is executed in accordance with applicable laws and regulations. Further, in exercising the powers under this Article, including those pertaining to gifting, the Trustee shall, to the extent reasonably practical, avoid disrupting the dispositive provisions of this trust.

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Article Six  
Upon Settlor's Death

Upon Settlor's death, the trust shall be administered according to this Article.

A. **Trust Irrevocable.** Upon Settlor's death, this trust shall become irrevocable and non-amendable and, after completion of any administrative tasks and payment of expenses and taxes as in the next paragraph provided, the Trustee shall administer and distribute the trust estate as provided in the subsequent provisions of this Article. Further, Settlor's Social Security Number may no longer be used to identify the trust. The Trustee shall apply for a separate taxpayer identification number for the trust and/or any trust share created under this trust agreement, as may be required.

B. **Expenses and Taxes.** The Trustee is authorized to pay directly from the trust estate or to the Personal Representative of Settlor's probate estate expenses of Settlor's last illness, funeral, and disposition of remains; debts enforceable as claims against Settlor's estate; expenses of administering the trust and Settlor's estate; and taxes payable by reason of Settlor's death, including estate, transfer, and inheritance taxes and fiduciary income taxes, all without apportionment or reimbursement from any person.

C. **Tangible Personal Property.** The Trustee shall distribute any items of tangible personal property to the persons specified in any written memorandum Settlor may have executed prior to his death. If there is a conflict among multiple memoranda, the latest signed memorandum shall control. The Trustee may conclusively presume that no such memorandum exists if the Trustee has no actual knowledge thereof within 60 days of Settlor's death. Any items to which such memorandum does not apply shall be administered as part of the residuary trust estate.

D. **Gift to Daughter.** The Trustee shall distribute [REDACTED] to Settlor's daughter, Lora Ruhnnow. If Lora Ruhnnow has predeceased Settlor, then this specific gift shall lapse and be of no further force and effect.

E. **Gift to Caregivers.** The Trustee shall distribute [REDACTED] cash to each caregiver (other than Settlor's children or descendants) who, at Settlor's death, has provided care to Settlor for a minimum of six (6) consecutive months preceding Settlor's death. Any beneficiary herein who has not provided such care to Settlor shall not be entitled to receive this gift. If any caregiver is prohibited by the terms of his or her employment from receiving this gift, then the same shall lapse and be of no further force and effect.

F. **Camping Lot and Trailer.** The Trustee shall distribute the camping lot and camping trailer located at a common address of [REDACTED] to Kathryn E. Bottorff, and her husband, James V. Bottorff, or the survivor of the two of them, same to be theirs in fee simple.

G. **Commercial Property and WTCA Interest.** The Trustee shall distribute those parcels of real estate located at 112 West Washington Street, Plymouth, Indiana 46563 (tax parcel number 50-32-93-103-236.000-019) and Radio Acres on Muckshaw Road, Plymouth, Indiana 46563 (tax parcel number 50-32-08-000-164.000-018), together with any interest in the radio station commonly known as WTCA 1050 AM and stock in Community Service Broadcasters, Inc., an Indiana corporation, to James C. Kunze, Sr., Kathryn E. Bottorff, and James V. Bottorff, in equal shares. If any beneficiary herein has predeceased Settlor, then his or her specific gift shall be distributed to the surviving beneficiary(ies).

H. **Option to Purchase Florida Real Estate.** Kathryn E. Bottorff, and her husband, James V. Bottorff, or the survivor of the two of them, ("Optionees"), shall have the option for a period of six (6) months from Settlor's date of death, to purchase the real estate located at [REDACTED] in its AS IS, WHERE IS condition for the total purchase price of [REDACTED]. The Optionees or either of them may apply their respective final distributive shares of the trust toward the purchase price, if they so elect. This option, if exercised, shall be exercised by written notice from Optionees to the Trustee. Upon valid exercise of the option, the Trustee shall provide an owner's policy of title insurance showing good and merchantable title to the property in the name of the trust. The sale of the real estate shall be closed at a title company selected by the Trustee within sixty (60) days after the exercise of the option. Taxes shall be prorated to the date of closing. All expenses in connection with this provision shall be paid from the trust as an expense of administration. Time is of the essence of this option.

I. **Specific Distribution of Other Stock.** The Trustee shall administer and distribute all other stock forming a part of the trust estate as provided in this Paragraph. The Trustee shall distribute the sum of [REDACTED] to the [REDACTED] Church [REDACTED] for its general uses and purposes. This gift shall be made by liquidating stock equivalent to the gift amount or by transferring stock in-kind to the beneficiary, as the Trustee elects. If the [REDACTED] Church [REDACTED] has ceased to exist at Settlor's death, then this specific distribution shall lapse. All remaining stock forming a part of the trust estate shall be distributed equally among the following persons:



- (1) [REDACTED]
- (2) [REDACTED]
- (3) [REDACTED]
- (4) [REDACTED]
- (5) [REDACTED]
- (6) [REDACTED]
- (7) [REDACTED]
- (8) [REDACTED]
- (9) [REDACTED]
- (10) James C. Kunze, Sr.;
- (11) Kathryn E. Bottorff;
- (12) James V. Bottorff.

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Each distribution shall be made outright and free of trust. If any beneficiary named in this Article Six, Paragraph E has predeceased Settlor, then such deceased beneficiary's share of the trust estate shall be distributed to his or her lineal descendants, per stirpes, or if he or she leaves no lineal descendants, then such share shall lapse.

J. **Residuary Trust Estate.** The Trustee shall distribute the residuary trust estate, including real, personal, or mixed property, tangible or intangible, wherever located, to the following individuals in the following percentages:

- (1) One-third (1/3) to James C. Kunze, Sr.;
- (2) One-third (1/3) to Kathryn E. Bottorff;
- (3) One-third (1/3) to James V. Bottorff.

Each distribution shall be made outright and free of trust. If any beneficiary named in this Article Six, Paragraph F has predeceased Settlor, then such deceased beneficiary's share of the trust estate shall be distributed to his or her lineal descendants, per stirpes, or if he or she leaves no lineal descendants, then such share shall lapse.

#### Article Seven Trusts for Certain Beneficiaries

If any individual has not attained age twenty-five (25) years at the time he or she becomes entitled to receive a share of the trust estate, then such beneficiary's share of the trust estate shall be held in a separate trust for his or her benefit by the Trustee and administered under the terms of this Article.

The Trustee may distribute so much of the net income and principal of the trust estate as the Trustee, in the Trustee's sole discretion, deems necessary or advisable to provide for the health, education, maintenance, support, care, comfort, and general welfare of the beneficiary. When the beneficiary attains age twenty-five (25) years, the Trustee shall distribute to the beneficiary the entire trust estate as it is then constituted, net of any taxes or administrative fees, outright and free of trust. If the beneficiary dies prior to the termination of the trust, then his or her interest therein shall be distributed to his or her lineal descendants, per stirpes, to be held under the same terms as herein provided.

#### Article Eight Trustee and Trusteeship

A. **Trustee and Trustee Succession.** If Kenneth E. Kunze fails or ceases for any reason to serve as a Trustee hereof, then Settlor hereby appoints the following persons, in the order named, to serve as Successor Trustees of this trust and all trust shares created under this agreement:

First Successor: Kathryn E. Bottorff;

Second Trustee: James V. Bottorff.

Any Successor Trustee shall accept the accounts rendered and the property delivered by a predecessor Trustee without review or examination and without incurring any liability for so doing. No Successor Trustee is liable for the acts of any predecessor Trustee.

B. **Powers of Trustee.** The Trustee of this trust and any trust or trust share created under this agreement shall have all powers conferred by this agreement and by the laws of the State of Indiana or any other state whose law applies to this agreement. The Trustee shall exercise the Trustee's powers in a fiduciary capacity, without prior order or approval from any court but subject to any limitations set forth in this agreement. Specifically, and without limiting the foregoing general grant of powers, the Trustee may exercise any of the powers enumerated in Ind. Code Section 30-4-3-3, as may be amended from time to time.

C. **Trustee Resignation and Removal.** Any Trustee may resign by giving written notice to Settlor or, if Settlor is deceased, to the then-current income beneficiaries of the trust. Upon a Trustee's resignation, the person(s) designated next in the order of Trustee succession for such trust shall serve as Successor Trustee. Settlor may remove any Trustee at any time for any reason. After Settlor's death, a Trustee may be removed only for cause by court of competent jurisdiction. Any court in which a petition for removal is filed shall not acquire jurisdiction over the trust except for the action requested.

D. **Trustee Exoneration.** No Trustee shall be liable for any loss to the trust estate due to depreciation in value of property belonging to the trust or for any other loss that may occur, except as a result of the Trustee's own negligence or willful misconduct. No Trustee acting in a fiduciary capacity under this agreement shall incur personal liability for trust obligations to any third party dealing with



the Trustee. Each Trustee shall be entitled to reimbursement from the trust for any personal liability in contract or tort incurred in the administration of the trust.

E. **Compensation.** Any natural person serving as Trustee shall be entitled to reasonable compensation for services rendered in administering this trust. Any corporation serving as Trustee shall be entitled to reasonable compensation for services rendered in administering this trust in accordance with its established schedule of fees in effect from time to time during the trust administration. A Trustee may charge additional compensation for services not within its duties as Trustee, including tax return preparation and banking or investment services. Any Trustee is also entitled to reimbursement for any out-of-pocket expenses incurred by the Trustee in connection with the trust administration.

F. **Waiver of Bond.** No Trustee shall be required to post bond or other form of surety for the faithful performance of its duties insofar as permitted by applicable law.

**COPY** Article Nine  
Administrative Provisions

A. **Beneficiary Survivorship; Status.** If any beneficiary dies within thirty (30) days after the death of Settlor, then such beneficiary shall be deemed to have predeceased Settlor. No Trustee shall be liable for acting or omitting to act with respect to any event upon which a beneficiary's right to receive payments may depend. Unless otherwise provided in this agreement, a parent or legal representative may act on behalf of a minor or incapacitated beneficiary.

B. **Determination of Principal and Income.** Beneficiaries' rights between and among themselves in matters concerning principal and income are governed by Indiana law applying to the allocation of principal and income. If Indiana law contains no provision concerning a particular item, then the Trustee shall determine in a fair, equitable, and practical manner what will be credited, charged, and apportioned between principal and income.

C. **Maximum Term of Trusts.** Notwithstanding any other provision of this agreement to the contrary, unless terminated earlier under other provisions of this agreement, each trust created under this agreement terminates upon the expiration of the longest period that property may be held in trust under this agreement without violating the applicable rule against perpetuities.

D. **Authority to Terminate Trusts.** If a Trustee determines that any trust created hereunder is uneconomical or inadvisable to administer, then the Trustee may distribute the trust property in the following order of priority: (i) to Settlor, (ii) if Settlor is deceased, to the beneficiaries in the same manner and proportions as provided under Article Six, Paragraph F. If a beneficiary is a minor, the Trustee may transfer such funds to a custodian under the Indiana Uniform Transfers to Minors Act or similar law.



E. **Spendthrift Provision.** Neither the income nor the principal of any trust created under this agreement may be assigned, anticipated, encumbered, or otherwise voluntarily transferred in any manner by any beneficiary. Further, neither the income nor the principal of any trust created under this agreement is subject to levy, execution, attachment, bankruptcy proceedings, or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer. This section does not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted herein.

F. **Records and Accountings.** During any period any person other than Settlor is serving as a Trustee of a trust hereunder, the Trustee shall maintain complete records of all trust transactions. Such records and, if requested, an accounting of the trust shall be made available to Settlor promptly upon Settlor's request. No person other than Settlor or Settlor's guardian or attorney-in-fact for property is entitled to such records or accountings. After Settlor's death, the Trustee shall make such records and accountings available to any then-current beneficiary within a reasonable period upon request.

G. **No Court Administration.** The Trustee of any trust created under this agreement shall administer such trust expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without prior order, approval, or action of any court. The Trustee of any trust created hereunder is relieved from any requirement as to routine court accountings that may be now or hereafter required by Indiana law, except as otherwise provided in this agreement.

## Article Ten

### Policies of Life Insurance

The Trustee shall make every reasonable effort to ascertain and bring within the operation of this trust any policies of life insurance on Settlor's life and to pay all premiums or charges necessary to keep in force any policy payable to the trust or to the Trustee in trust. Subject to the Trustee's duties to Settlor under Article Five, the Trustee may utilize the net income or principal of the trust or alternatively may accept funds from any interested party to pay any such premiums or charges. Insofar as permitted by applicable law or any policy contract, all rights of the policy owner (including without limitation those pertaining to policy surrender or change of beneficiary) are reserved to Settlor. If the Trustee's consent is required to exercise any such right, then the Trustee hereby gives its consent. Further, Settlor reserves the right to withdraw any policy of life insurance from the operation of this trust. Upon notice of Settlor's intent to withdraw, the Trustee shall immediately deliver the policy to Settlor and such delivery shall relieve the Trustee from further liability with respect to the withdrawn policy.

## Article Eleven

### Governing Law; Situs

All trusts created under this agreement shall be deemed Indiana trusts and shall, in all respects, be governed by the laws of the State of Indiana. The Trustee may at any time change the governing law

