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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

In the Matter of:

**THE CELIA H. LANDRY TRUST,  
DATED JUNE 12, 2015.**

No. PB 2022-004837

**PETITION FOR APPROVAL OF  
MODIFICATION OF IRREVOCABLE  
TRUST, PURSUANT TO A.R.S. §14-  
10410.B., §14-10411, §14-10412, AND  
§14-10416, AND OTHER  
REQUESTED RELIEF**

This Petition for Approval of Modification of Irrevocable Trust, pursuant to A.R.S. §14-10410.B. (for modification of trust), A.R.S. §14-10411 (by consent of beneficiaries), A.R.S. §14-10412 (for unanticipated circumstances) and A.R.S. §14-10416 (to achieve settlor's tax objectives), and for purposes of A.R.S. §14-10706.D., is brought by CELIA H. LANDRY ("Celia" or the "Settlor"), the Settlor and primary beneficiary of the Celia H. Landry Trust, dated June 12, 2015 (the "Trust," and the instrument establishing it, the "Trust Agreement"), with Celia acting in her capacity as a beneficiary for being a Petitioner with respect to A.R.S. §14-10410.B., A.R.S. §14-10411, A.R.S. §14-10412 and A.R.S. §14-10416, and with Celia acting in her capacities

1 as a beneficiary and as Settlor of the Trust for being a Petitioner with respect to A.R.S.  
2 §14-10706.D. Petitioner states as follows:

3  
4 1. This Court has jurisdiction over this matter under A.R.S. §§14-10201, 14-  
5 10202 and 14-10203 because (a) this matter relates to and will affect the administration  
6 of the Trust, which was established by the Settlor in Maricopa County, Arizona with  
7 Arizona legal counsel to be governed by Arizona law and initially funded with Settlor's  
8 Arizona residence which is still owned by the Trust, and by Celia's mother, CAROL  
9 HYMAN, as the Trustee of the Trust (the "Trustee"), with all beneficiaries being  
10 residents of Arizona, and the Settlor is the only beneficiary currently receiving benefits,  
11 (b) Article XIII of the Trust Agreement requires that "All questions concerning the  
12 interpretation of the terms and validity of [the Trust Agreement] and all questions  
13 relating to performance hereunder shall be judged and resolved in accordance with the  
14 laws of the State of Arizona," (c) all assets of the Trust are located in Maricopa County,  
15 Arizona, (d) all beneficiaries of the Trust currently reside in the State of Arizona, and  
16 (e) the Petitioner through this Petition, who is the Settlor and primary beneficiary,  
17 submits to the jurisdiction and venue of this Court. Under A.R.S. §14-10202.A., Carol  
18 Hyman, as Trustee of the Trust, has signed a written Consent to this Petition, attached as  
19 Exhibit B-1 hereto, which also declares that the principal place of administration of the  
20 Trust shall be in Maricopa County, Arizona and that it is subject to the jurisdiction of  
21 the Court, and she personally submits to the jurisdiction and venue of this Court  
22 regarding any matter involving the Trust. In addition, under A.R.S. §14-10108.B., "a  
23 trustee is under a continuing duty to administer the trust at a place appropriate to the  
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1 purposes, its administration and the interests of the beneficiaries,” which is clearly  
2 Maricopa County, Arizona.

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4 2. Venue is proper in this County under A.R.S. §14-10204 because the Trust was  
5 established in Maricopa County, all assets of the Trust are located here, the principal  
6 place of administration of the Trust with respect to all beneficiaries is in this County,  
7 and the Petitioner, as Settlor and primary beneficiary, and the Trustee of the Trust, have  
8 consented to this venue.  
9

10 3. On June 12, 2015, Celia as Settlor and Carol as Trustee established the Celia  
11 H. Landry Trust, primarily for Celia’s benefit. A copy of the Trust Agreement is attached  
12 as Exhibit A.  
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14 4. Celia as Settlor made her daughter, Erin Landry Churilla, a.k.a. Erin Lee  
15 Landry (“Erin”), and her granddaughter, Sophie Lauren Landry-Skalina (“Sophie”),  
16 contingent discretionary beneficiaries, but by the terms of the Trust it is clear that the  
17 primary focus of the planning for the Trust was for the support of the Settlor. Due to  
18 the substantial other resources of Erin and Sophie, and because the Trust Agreement  
19 provides that “In exercising discretion to make distributions . . . the trustee shall  
20 give primary consideration to the needs of settlor and the needs of any other beneficiary  
21 shall be secondary,” and because Celia is now retired and this Trust is her source of  
22 support, it is unlikely that any distributions will be made to Erin or Sophie from the  
23 Trust during Celia’s lifetime.  
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26 5. Under Article IV, Section C.1.(b) of the Trust Agreement, Celia was given a  
27 testamentary limited power to appoint any part or all of the remaining balance of the  
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1 Trust, to be effective at the time of her death. Celia has exercised her limited power of  
2 appointment in her Will dated November 16, 2021, which states that her entire  
3 remaining balance of this Trust shall be distributed to The 2021 Celia H. Landry  
4 Revocable Trust, dated November 16, 2021, which will then be held, administered and  
5 distributed for the benefit of Sophie. No provision in Celia's Will or Revocable Trust  
6 provides for any distribution to Erin.  
7

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9 6. Pursuant to A.R.S. §14-10410.B., §14-10411 (regarding modification by  
10 consent of beneficiaries), §14-10412 (regarding modification for unanticipated  
11 circumstances), and §14-10416 (regarding modification to achieve settlor's tax  
12 objectives to enable appointment of an Arizona trustee to avoid California income tax  
13 on trust income), Petitioner desires to modify the Trust to remove DARREN  
14 SCHNAIBLE ("Darren") as the named successor Trustee. Attached as Exhibits B-2, B-  
15 3 and B-4 hereto are the sworn statements of Petitioner, the Trustee and the Trustee's  
16 legal counsel, respectively, providing details for the reasons why Darren is no longer  
17 desired as a successor fiduciary for the Trust, including (among numerous other things)  
18 his recent claim that he is now Trustee and his improper notification to the investment  
19 manager for the Trust at Morgan Stanley that Carol is no longer able serve as Trustee,  
20 even though (1) the requirements of paragraph A.2. of Article V on page 6 of the Trust  
21 Agreement relating to a trustee's incapacitation for her to cease to hold the office of  
22 Trustee have not been satisfied, and (2) Darren has not even attempted to learn if such  
23 requirements, which include letters from two specialized attending physicians, had been  
24 satisfied. This alone should disqualify Darren from serving as a Trustee and fiduciary  
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1 for the Trust. Carol continues to properly perform her duties as Trustee and intends to  
2 do so until an appropriate successor can be named and assume the duties of Trustee.

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4 7. Petitioner further believes that an irreconcilable conflict of interest exists for  
5 Darren to be Trustee of the Trust: Celia and Erin are estranged and have been involved  
6 in litigation with one another since the Trust was established, and Darren has a business  
7 relationship with Erin in that he serves as her trustee for a different trust with substantial  
8 funds. Whether this would be found by the Court to legally disqualify Darren from  
9 becoming successor Trustee for the Trust and properly performing fiduciary duties, or  
10 whether as a practical matter it will be difficult or impossible for Celia to work with  
11 Darren if he were to become Trustee, the conflict of interest exists and Darren should  
12 not become successor Trustee. Notwithstanding all of this, and despite requests by  
13 Petitioner and the Trustee through their respective legal counsel, Darren has refused to  
14 execute the Declination To Serve As Successor Trustee And Appointment Of Successor  
15 Trustee, attached hereto as Exhibit C, as permitted under the Trust Agreement. This  
16 refusal has in turn forced the Petitioner to incur time, fees and expenses, to prepare and  
17 file this Petition to the detriment of the Trust and its beneficiaries. If an objection is  
18 lodged, Petitioner seeks an award of reasonable attorneys' fees, expenses and  
19 disbursements under ARS §§14-1105.A. and 14-11004.B. against the objecting party.  
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24 8. The facts set forth above demonstrate the need for modification of the Trust  
25 Agreement regarding successor Trustees, regarding "unanticipated circumstances" and  
26 the future "inability to administer the Trust effectively" if Darren becomes Trustee,  
27 pursuant to A.R.S. §14-10412.  
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1           9. Due to the above stated reasons and those set forth in paragraph 13 below,  
2 and in Exhibits B-2, B-3 and B-4, the complete inability for Celia to work with Darren  
3 as a result of his past conduct and lack of trust, and the above described conflicts of  
4 interest, the removal of Darren as named successor Trustee and the appointment of  
5 STEVEN SEINFELD, CPA ("Steven") as the successor to Carol as Trustee, to take  
6 effect following the death, resignation, removal or incapacity of Carol as Trustee, is  
7 necessary and would be in the best interest of Celia as the primary beneficiary and the  
8 Trust.  
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11           10. Furthermore, in order to achieve and carry out the tax planning objectives of  
12 the Settlor under A.R.S. §14-10416 and avoid unnecessary taxation of Trust income in  
13 California at its very high rates, the modification of the Trust Agreement regarding  
14 successor Trustees must allow Carol and Steven to appoint her or his own successor as  
15 Trustee. This unnecessary taxation occurs when the Trustee of the Trust resides in  
16 California, even if all assets and beneficiaries are in Arizona, and Carol, Steven and  
17 Darren all reside in California. The drafter of the Trust likely was unaware of  
18 California tax law on this issue, and he failed to provide the ability for Carol to appoint  
19 her chosen successor Trustee to take into account changing circumstances and tax  
20 planning. Modification of Article V of the Trust Agreement in the manner set forth in  
21 Exhibit D hereto, which removes Darren as named successor Trustee and replaces him  
22 with Steven, and provides the power of the currently serving Trustee to appoint his or  
23 her successor, is necessary and permissible under A.R.S. §14-10412 for unanticipated  
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1 circumstances and inability to administer the Trust effectively, and under A.R.S. §14-  
2 10416 in order to achieve settlor's tax objectives.

3  
4 11. Under A.R.S. §14-10411, Celia as beneficiary by execution of this Petition  
5 hereby consents to the modification of Article V of the Trust Agreement in the manner  
6 set forth in Exhibit D, which removes Darren as named successor Trustee, replaces him  
7 with Steven, and provides the power of the currently serving Trustee to appoint his or  
8 her successor. Celia consents for the purpose of binding herself and her rights under  
9 this Petition and the Trust, and pursuant to A.R.S. §14-1406.6., as no conservator or  
10 guardian has been appointed for any of her minor or unborn children, and there is no  
11 conflict of interest in such representation, she also acts on behalf of and for the purpose  
12 of binding her minor and unborn children, and their rights under this Petition and the  
13 Trust. Although Erin and Sophie have not provided consents, under A.R.S. §14-  
14 10411.C.2., Erin and Sophie will be adequately protected by this modification of Article  
15 V and that not having Darren serve as Trustee, and allowing for proper avoidance of  
16 onerous California income taxation of Trust income, will benefit the Trust and all its  
17 beneficiaries.  
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21 12. For the foregoing reasons and because the requested modifications are  
22 neither inconsistent with a material purpose of the Trust nor contrary to the intent of the  
23 Settlor, the Court is therefore authorized to make the requested modifications to Article  
24 V of the Trust Agreement as set forth in Exhibit D attached hereto, which is beneficial  
25 for the beneficiaries, in accordance with A.R.S. §14-10410.B., §14-10411, §14-10412  
26 and §14-10416.  
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1           13. In addition, if in the unlikely event it is determined that Darren is now  
2 serving as Trustee, which Petitioner strongly believes is not the case, he must be  
3 removed as named successor Trustee, under A.R.S. §14-10706.D., and replaced by  
4 Steven as successor trustee, who is capable of managing the Trust and its assets and, as  
5 the family's long-time and trusted CPA and advisor, can work with Celia to properly  
6 administer the Trust, and can assist in selecting and appointing as soon as possible an  
7 appropriate successor to him as Trustee who resides in Arizona in order to achieve  
8 Settlor's tax objectives and avoid the onerous California income taxation of Trust  
9 income. A.R.S. §14-10706.D. specifically provides that "On petition of a beneficiary  
10 who is also a settlor of a trust . . . the court shall substitute a trustee and appoint a  
11 successor if the substitution is in the best interest of the beneficiary." This provision  
12 also specifically provides that "the court may appoint an individual nominated by the  
13 beneficiary," and Petitioner Celia hereby nominates Steven as successor Trustee.  
14 Moreover, even if Darren is not presently serving as Trustee, A.R.S. §14-10706.D.  
15 would allow Celia to replace Darren with Steven if Darren did become Trustee, and the  
16 proposed modification to the Trust would further the purpose and intent of the statute.

17           14. To accomplish the goals and objectives of the Trustee, to properly address  
18 the changes in facts and circumstances for the beneficiaries, and pursuant to A.R.S. §14-  
19 10410.B., §14-10411 (regarding modification by consent of beneficiaries), §14-10412  
20 (regarding modification for unanticipated circumstances), and §14-10416 (to achieve  
21 settlor's tax objectives), Petitioner respectfully requests approval for the modification of  
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1 the Trust Agreement by replacing Article V, Section A, paragraph 1., as set forth in  
2 Exhibit D.

3  
4 WHEREFORE, Petitioner respectfully requests that after proper notice and  
5 hearing, this Court enter an Order:

6  
7 A. Approving the requested modification of the Trust to replace Article V,  
8 with a new Article V, as set forth in Exhibit D attached hereto;

9 B. If DARREN SCHNAIBLE is found to be current successor trustee for the  
10 Trust, that he be removed and replaced with STEVEN SEINFELD, CPA, in accordance  
11 with A.R.S. §14-10706.D;

12  
13 C. Awarding Petitioner attorneys' fees and costs incurred in preparation,  
14 filing, noticing and prosecuting this Petition against any objecting party; and

15 D. Granting such other relief as the Court deems appropriate.

16 DATED this 7th day of October, 2022.

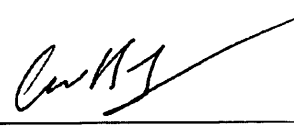
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19 \_\_\_\_\_  
CELIA H. LANDRY, Petitioner

20 STATE OF ARIZONA )  
21 ) ss.  
22 County of Maricopa )

23 Celia H. Landry, being duly sworn, states as follows:

24 I am the Petitioner in the foregoing Petition for Approval of Modification of  
25 Irrevocable Trust, and that the statements in the Petition are accurate and complete  
26 to the best of my knowledge, information and belief.  
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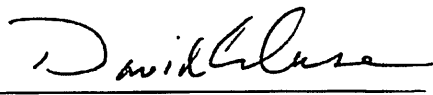
\_\_\_\_\_  
CELIA H. LANDRY

SUBSCRIBED AND SWORN TO before me this 7th day of October, by  
Celia H. Landry.



  
\_\_\_\_\_  
Notary Public

TIFFANY & BOSCO, P.A.

By:   
\_\_\_\_\_  
David L. Case  
James A. Fassold  
Seventh Floor Camelback Esplanade II  
2525 East Camelback Road  
Phoenix, Arizona 85016  
*Attorneys for Petitioner*

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EXHIBIT A

THE CELIA H. LANDRY TRUST.  
DATED JUNE 12, 2015

COPY

**CELIA H. LANDRY TRUST**

The parties to this trust agreement are CELIA H. LANDRY, of 2603 E. Acoma Drive, Phoenix, Arizona 85032, settlor, and CAROL HYMAN, of 801 N. Camden Drive, Beverly Hills, California 90210-3025, trustee.

**ARTICLE I.**

A. The settlor has signed this trust agreement as part of a property management program and with the intent to create a protective fund. At the present time, settlor is unmarried, and settlor has one child, ERIN LEE LANDRY.

B. The settlor has transferred to the trustee property which is listed on Schedule A attached to this trust agreement.

C. Subject to the trustee's approval, from time to time additional property may be transferred to the trustee by the settlor or other persons; specifically, but not by way of limitation, settlor may arrange for the testamentary transfer of all or portion of the settlor's probate and non probate estates to pass to the trustee of this trust for administration by the trustee. The "trust estate" refers to any present or future property transferred to and accepted by the Trustee in trust including the property described in Schedule A.

**ARTICLE II.**

The trustee acknowledges receipt of and acceptance of the property described in Schedule A as part of the trust estate and, subject to applicable law, covenants with the settlor to hold, administer and distribute the trust estate in accordance with the terms and provisions of this trust agreement. The trust shall be effective upon the execution of this trust agreement by settlor.

**ARTICLE III.**

A. Settlor reserves the right to revoke this trust agreement and to receive all trust property remaining after provision for payment of claims and expenses connection with the administration of this trust agreement; **PROVIDED, HOWEVER, THAT SETTLOR SHALL EXERCISE THE FOREGOING RIGHT OF REVOCATION, IF AT ALL, ONLY BY A**

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee



**WRITING SIGNED BY SETTLOR AND DELIVERED TO THE TRUSTEE NOT LATER THAN THIRTY (30) DAYS FROM THE DATE ON WHICH SETTLOR SIGNS THIS TRUST AGREEMENT.** The right reserved to settlor under this Article III, Section A, is personal to settlor and may not be exercised by any other person.

  
C.H.L.

B. Unless revoked by settlor in strict accordance with Article III, Section A, above, this trust agreement may not be altered, amended, revoked, or terminated by settlor, and, except as provided in Article III, Section C, below, it may not be altered or amended in any manner by any other person, and it may not be terminated except through distributions permitted by the terms of this trust agreement.

C. The trustee may amend this trust agreement, but only to the extent necessary to (A) enable a beneficiary hereunder to qualify for, to receive, or to continue to receive, governmental benefits, including, without limitation, the ability to amend a beneficiary's trust share to create a special needs trust for the beneficiary instead of the trust share otherwise provided for the beneficiary in the absence of the Trustee's amendment creating the special needs trust; or (B) allow any trust fund established or to be established hereunder to obtain or maintain a tax exemption or other economic benefit (including a saving of costs or expenses) which, in the discretion of the trustee, is considered advisable to obtain or maintain and which is not opposed to the best interest of any beneficiary of the trust fund and which does not materially diminish the interest of any beneficiary of the trust fund.

#### ARTICLE IV.

A. In exercising discretion to make distributions of income and principal pursuant to this Article IV, Section A, the trustee shall give primary consideration to the needs of settlor ("Primary Consideration") and the needs of any other beneficiary shall be secondary. Subject to the Primary Consideration, the trustee shall have the discretion to distribute to settlor and to settlor's issue or to any one or more them or to apply for their direct or indirect benefit whatever amounts or all of the net income and principal of the trust the trustee shall consider advisable in order to provide for their respective health, education, support, or maintenance, or enable them to maintain their accustomed manner of living. In addition, the trustee may pay over principal to settlor and settlor's issue for important and worthwhile purposes determined by the trustee, such as assistance in the purchase of a home, becoming established in a business or profession, marriage, travel, and the like. The trustee

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

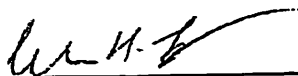
  
\_\_\_\_\_  
CAROL HYMAN, Trustee

shall not be required to observe any principle of equality of benefits.

B. The settlor shall have a limited power to appoint any part or all of the property remaining in the trust at the time of the settlor's death, and the interests created may be outright or in further trust. This limited testamentary power of appointment shall be exercisable only by the will of the settlor, whenever executed and duly proved and allowed, in favor of one or more of the settlor's issue and specifically referring to the CELIA H. LANDRY TRUST. If all or any portion of the trust property would otherwise be subject to the federal generation-skipping transfer tax on the settlor's death, then the settlor shall have (in addition to the foregoing limited power of appointment) a general power to appoint any part or all of the property remaining in the trust at the time of the settlor's death if this general power of appointment serves to prevent any federal generation-skipping transfer tax from being imposed on the property of the trust at the settlor's death. This contingent general testamentary power of appointment shall be exercisable only by the settlor's will, whenever executed and duly proved and allowed, in favor of the creditors of the settlor's estate; provided, however, that this contingent general testamentary power of appointment shall be exercisable only by specific reference in the settlor's will to the CELIA H. LANDRY TRUST.

C. Upon the death of the settlor, the trustee shall apportion the entire trust property, excluding any property validly appointed, into shares of equal value, constituting separate trust funds, one such share for each then living child of the settlor and one such share for each then deceased child of the settlor having issue then living. The trustee shall allocate one such share to each then living child of the settlor, and the share of each then deceased child who leaves issue then living shall be divided in the same manner among his or her then living issue. Thereafter the trustee shall administer such shares as follows:

1. (a) The trustee shall have the discretion to distribute to the person to whom the trust share is allocated (such person hereinafter referred to in this Article IV, Section C, by the capitalized word, "Beneficiary") and to the Beneficiary's issue or to any one or more them or to apply for their direct or indirect benefit whatever amounts or all of the net income and principal of the trust share the trustee shall consider advisable in order to provide for their respective health, education, support, or maintenance, or enable them to maintain their accustomed manner of living. In addition, the trustee may pay over principal to the Beneficiary and the Beneficiary's issue for important and worthwhile purposes determined by the trustee, such as assistance in the purchase of a home, becoming established in a business or profession, marriage, travel, and the like. The trustee shall not be required to observe any principle of equality of benefits. In exercising her discretion to make distributions of income and principal under this paragraph, the trustee shall give primary

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee

consideration to the needs of the Beneficiary and the needs of any other beneficiary shall be secondary.

(b) The Beneficiary shall have a limited power to appoint any part or all of the property remaining in the trust at the time of the Beneficiary's death, and the interests created may be outright or in further trust. This limited testamentary power of appointment shall be exercisable only by the will of the Beneficiary, whenever executed and duly proved and allowed, in favor of one or more of the Beneficiary's issue and specifically referring to the CELIA H. LANDRY TRUST. If all or any portion of the trust share would otherwise be subject to the federal generation-skipping transfer tax on the Beneficiary's death, then the Beneficiary shall have (in addition to the foregoing limited power of appointment) a general power to appoint any part or all of the property remaining in the trust share at the time of the Beneficiary's death if this general power of appointment serves to prevent any federal generation-skipping transfer tax from being imposed on the property of the trust share at the Beneficiary's death. This contingent general testamentary power of appointment shall be exercisable only by the Beneficiary's will, whenever executed and duly proved and allowed, in favor of the creditors of the Beneficiary's estate; provided, however, that this contingent general testamentary power of appointment shall be exercisable only by specific reference in the Beneficiary's will to the CELIA H. LANDRY TRUST.

(c) Upon the death of the Beneficiary, the trustee shall divide any unappointed property that remains in the Beneficiary's trust share into shares of equal value, constituting separate trust funds, one such share for each then living child of the Beneficiary and one such share for each then deceased child of the Beneficiary who has issue then living. The trustee shall allocate one such share to each then living child of the Beneficiary and one such share to each then deceased child of the Beneficiary who has issue then living. Thereafter the trustee shall administer each trust share for the benefit of the person to whom it is allocated in the manner provided in Article IV, Section C, 1(a)-(c), of this trust agreement.

2. Unless sooner terminated in accordance with the other provisions of this trust agreement, any trust fund or trust share created by this trust agreement shall terminate on the date that is twenty (20) years after the death of the survivor of the settlor and the settlor's issue now living. All principal and undistributed income of any trust fund or trust share that is terminated pursuant to the provisions of this Article IV, Section C, 2, shall be distributed outright to the person to whom the trust share is allocated.

3. With respect to any one of the several trust funds or trust shares hereinabove created,

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee

if any time there shall be no person in existence who is eligible to receive the benefit of such trust fund or trust share, or distribution thereof in accordance with the foregoing provisions, then whatever remains of the trust share in question shall be distributed to the then living issue of settlor in the manner provided in Article IX, Section C, of this trust agreement; provided, however, that outright distribution shall not be made to a person who then is a beneficiary of a trust fund or trust share hereunder ("existing trust fund"), but any portion thus accruing to such person shall be (a) added to the existing trust fund and administered as a part thereof or (b) held by the trustee as a separate trust fund for the benefit of such person and administered by the trustee in the same manner as the existing trust fund.

D. If at any time there shall be no person in existence eligible to receive benefits or distribution under the foregoing provisions of this trust instrument, then whatever remains in the hands of the trustee shall be distributed outright to the then living issue of settlor's mother, CAROL HYMAN, in the manner provided in Article IX, Section C, of this trust agreement.

E. Notwithstanding any other provisions of this trust agreement, the trustee shall have the power to postpone the distribution of income or principal to any person otherwise entitled to such distribution if the trustee reasonably determines that there is a compelling reason to postpone the distribution. A "compelling reason" includes, but is not necessarily limited to, a serious disability, drug addiction or dependency, a pending proceeding for dissolution of marriage, legal separation, or annulment, a potential financial difficulty, pending or threatened litigation, a serious tax disadvantage, or similar substantial cause affecting the person who otherwise would be entitled to such distribution. Any postponement of distribution may be continued from time to time, up to and including the entire lifetime of the person who otherwise would be entitled to receive the distribution. During the postponement, the retained trust property shall be administered for the benefit of such person in the manner of a trust share described in Article IV, Section C, 1(a)-(c), of this trust agreement.

#### ARTICLE V.

A. The board of trustees shall be constituted as follows:

1. CAROL HYMAN is the initial trustee of the trust. If the trustee dies, resigns, is removed, or is incapacitated, the office of trustee shall become vacant, and such vacancy shall be filled by DARREN SCHNAIBLE, who shall serve as sole trustee. If DARREN SCHNAIBLE is not living or fails to qualify or declines to serve, or having begun to serve, thereafter dies, resigns, is

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee

removed, or is incapacitated, the office of trustee shall become vacant, and such vacancy shall be filled by such person or persons as DARREN SCHNAIBLE may appoint in a writing executed and acknowledged by him and delivered to any beneficiary. Any further vacancy in the office of trustee shall be filled by order of any court having jurisdiction over this trust. Subject to applicable law, settlor prefers (but does not require) that an independent individual trustee be appointed by the court instead of a corporate trustee.

2. For all purposes under this trust agreement, a trustee is deemed to be incapacitated whenever two physicians licensed to practice neurology or psychiatry certify in writing that they have examined the trustee and have concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, the trustee is unable to discharge the powers and duties of the office of trustee.

B. Each person or corporation becoming a trustee shall accept the office in writing and shall become a trustee immediately upon delivery of such written acceptance to any other trustee or to any beneficiary if for any reason there shall be no trustee then serving. No bond ever shall be required of any trustee. The trustees may act by a majority of their number if there are more than two trustees.

C. Any trustee may resign by delivering to the settlor, if the settlor is living, or if the settlor is not living, to any other trustee, or to any beneficiary if for any reason there shall be no other trustee then serving, an instrument in writing signed by the resigning trustee.

#### ARTICLE VI.

A. In addition to the powers granted to the trustee elsewhere in this agreement and the powers granted to trustees under the common law and applicable statutory law, the trustee shall have the following powers with regard to any property held, whether real, personal, or mixed, in any of the trust funds created by this trust agreement:

1. To accept from any source and to retain for as long a period as the trustee shall think proper and to purchase from or sell to any person any securities or properties although of a kind or in an amount which ordinarily would not be considered suitable for a trust investment, even to the extent of keeping all of any trust fund in one type of investment, or of keeping cash or tangible personal property or other nonproductive property in any trust fund for such periods of time as the trustee shall think proper. The trustee may also retain, maintain, and acquire property as a residence

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee

for, or otherwise for the personal use of, the settlor, and the settlor shall have the right to occupy or use such property without the payment of rent. In the exercise of the power conferred by this Article VI, Section A, 1, the trustee is required to use the degree of judgment and care which a prudent man would use if he were owner of the trust assets.

2. To sell or exchange property for other property on such terms as the trustee deems advisable.

3. To acquire and retain for so long a period as the trustee sees fit, the shares of investment companies or investment trusts, whether of the open-end or the closed-end type, and whether or not maintained on an index basis, and without notice to anyone to participate in any common trust fund maintained by any corporate trustee at any time serving hereunder.

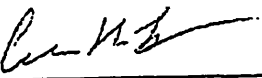
4. To keep any or all securities or other property in the name of a nominee with or without a power of attorney for their transfer attached.

5. To borrow or lend money on such terms and from or to such persons as the trustee may determine to be reasonable and proper.

6. To grant mortgages, deeds of trust, or options, to enter into deferred or conditional sales contracts, to pledge, to lease to any person for whatever period of time the trustee shall determine, even beyond the expected term of this trust and with or without option to purchase, or to sell at public or at private sale without approval of any court, on such terms and to such persons as the trustee may determine to be reasonable and proper and without liability upon any person dealing with the trustee to see to the application of any money or other property delivered to the trustee.

7. To raze or erect any buildings or other structures, and to make any kinds of improvements as the trustee may deem proper.

8. To determine what shall be charged or credited to income and what to principal in any manner which shall fairly and equitably reflect a proper allocation between principal and income, including full authority either to amortize or not to amortize bonds purchased at a premium, but in making allocations of receipts or expenses as between principal and income, the trustee shall act in a fiduciary capacity and has no power to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of the trustee's fiduciary duties.

  
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CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee

9. To make distributions or divisions of principal in cash or in kind, pro rata or non-pro rata, at values fairly and equitably determined by the trustee.

10. To institute or to participate in any plan of reorganization or consolidation or merger or any proceedings of dissolution and to deposit any stock or securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary powers and to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan.

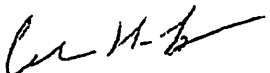
11. To add to the principal of any trust fund, at such times as the trustee determines, any income which has been accumulated in the fund in accordance with discretion granted to the trustee.

12. To pay, compromise or contest any claim or other matter directly or indirectly affecting any trust fund.

13. To engage, compensate, and discharge an attorney, accountant, expert witness, or other agent, including, without limitation, an attorney, accountant, expert witness, or other agent who is the trustee or who is related to or affiliated with the trustee, for any of the above or other purposes, and to receive reasonable compensation for the trustee's own services.

14. In determining what is net income for all purposes under the trust, the trustee shall have full power and authority with respect to all property held in trust to set aside and keep on hand whatever reserves the trustee shall deem wise for expenses, present or future, including also reasonable compensation for the trustee's own services, or to provide for fluctuations in gross income.

15. To pay, compromise, or otherwise settle or make provision for payment of such part or all of any valid claims against the settlor's probate estate including estate, inheritance, or other death taxes, and such expenses of the administration of the probate estate of the settlor, as the trustee may determine. The trustee is directed to pay or make provision for payment of any amount that the fiduciary or fiduciaries having charge of the settlor's probate estate certify in writing to the trustee are required to pay the expenses of administration of the settlor's probate estate, the allowed claims against the settlor's probate estate, and statutory allowances to any surviving spouse or child of the settlor. Nothing in this Article VI, Section A, 15, authorizes the trustee to use any trust property to pay, compromise, or otherwise settle or make provision for payment of any claim, tax, or expense if applicable law exempts such property from the payment of such claim, tax, or expense.

  
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CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee

16. To purchase any part or all of the assets comprising the probate estate of the settlor and to lend or advance to the fiduciary or fiduciaries having charge of the settlor's probate estate such amounts of the principal as the trustee in the trustee's sole discretion deems advisable at such price and upon such terms and conditions as shall be agreed upon by said trustee and the estate fiduciary or fiduciaries.

B. The trustee has been given certain discretionary powers with regard to the disposition of the property from time to time held in trust under this trust agreement and with respect to trust administration. No trustee shall exercise or join in the exercise of discretionary powers for the direct or indirect benefit of such trustee. Nothing contained in this trust agreement authorizes a trustee to make any distribution of income or principal for the support or maintenance of any person whom the trustee is obligated to support or maintain.

C. The trustee has the power, acting reasonably and for the benefit of the beneficiaries:

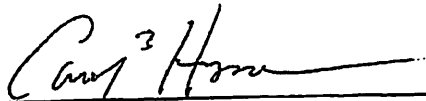
1. To inspect or investigate, or cause to be inspected or investigated, property held by any trust fund, including interests in sole proprietorships, partnerships, corporations, or limited liability companies, and any assets owned by any such business entity for the purpose of determining compliance with an environmental law affecting that property or to respond to an actual or threatened violation of an environmental law affecting that property.

2. To take, on behalf of any trust fund, any action necessary to prevent, abate, or otherwise remedy an actual or potential violation of an environmental law affecting property held in the trust fund, either before or after the initiation of an enforcement action by a governmental body.

3. To refuse to accept property in trust if the trustee determines that any property to be donated or conveyed to the trustee either is contaminated with a hazardous substance or is being used or has been used for an activity directly or indirectly involving a hazardous substance, which circumstance could result in liability to the trust or the trustee or otherwise impair the value of the assets to be held.

4. To settle or compromise at any time any claim against the trust or the trustee that may be asserted by a governmental body or private party which involves the alleged violation of an environmental law affecting trust property.

  
CELIA H. LANDRY, Settlor

  
CAROL HYMAN, Trustee



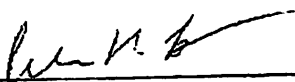
5. To disclaim any power granted by this trust agreement or by any statute or rule of law which, in the sole judgment of the trustee, may cause the trustee to incur personal liability, or the trust to incur liability, under any environmental law.

6. To charge against income and principal of a trust fund, in such proportions as may be fair and equitable, the cost of any inspection, investigation, review, abatement, response, cleanup, or remedial action that this Article VI, Section C, authorizes the trustee to take with respect to the property of the trust fund, and, in the event of the closing or termination of the trust fund, or the transfer of the property of the trust fund to another trustee, to hold assets sufficient to cover the cost of cleaning up any known environmental problem.

D. If any of the trusts created by this trust agreement hold stock in a corporation or an interest in a limited liability company that intends to elect or has elected to be taxed as an "S corporation," the trustee shall have the power to divide a trust fund that has multiple beneficiaries into separate trusts for each beneficiary; to modify, if necessary, the income payment terms of any trust fund so that income is required to be paid to the beneficiary; and to modify other terms, but only to the extent necessary, to qualify the trust fund as a Qualified Subchapter S Trust ("QSST") under Section 1361(d) of the Internal Revenue Code of 1986, as amended. The modification shall be made, if at all, by written instrument delivered by the trustee to the income beneficiaries of the trust fund in question.

E. A successor trustee is not personally liable for any action taken or omitted to be taken by any prior trustee; nor does a successor trustee have a duty to institute any action against a prior trustee, or present or file any claim against any prior trustee's estate, for any of the prior trustee's acts or omissions as trustee. Nothing in this Article VI, Section E, operates to relieve a prior trustee, or a prior trustee's estate, from any liability that may exist in favor of the trustee.

F. After the death of the settlor, no trustee shall be compelled to make any distribution of trust property to a beneficiary unless the beneficiary establishes that the property will not be required for the payment of expenses of administration and allowed claims against the settlor's probate estate, any estate, inheritance, and other death taxes imposed with respect to the settlor's death, statutory allowances to any surviving spouse or child of the settlor, or to provide funds for contribution or to enforce equalization in case of advancements. If the administration of the settlor's probate estate has not been completed, and a partial distribution is made, the trustee may require the beneficiary receiving the partial distribution to give a bond, with or without sureties, conditioned on the making of due contribution for the payment of expenses of administration and allowed claims

  
CELIA H. LANDRY, Settlor

  
CAROL HYMAN, Trustee

against the settlor's probate estate, any estate, inheritance, and other death taxes imposed with respect to the settlor's death, statutory allowances to any surviving spouse or child of the settlor, and to provide funds for contribution or to enforce equalization in case of advancements, plus any interest on them.

G. Estate, inheritance, and other death taxes attributable to any interest passing under the terms of this trust agreement shall be paid, compromised, or settled by the recipients of such interests in the proportion that the value of each such interest bears to the total value of all such interests to which the tax is attributable. Any interest or penalty associated with any estate, inheritance, or other death tax shall be paid, compromised, or settled from the same source as the tax.

H. The trustee shall be exempt from any requirement imposed under the laws of any jurisdiction to register any of the trusts created by this trust agreement.

#### ARTICLE VII.

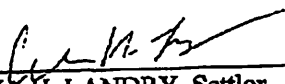
No principal or income payable or to become payable under any of the trusts created by this trust agreement shall be subject to transfer, anticipation, or assignment by any beneficiary or to the interference or control of any creditors of such beneficiary or to be taken or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary.

If any beneficiary shall renounce or disclaim all or some part of such beneficiary's interest in any trust established hereunder prior to receiving any of the benefits of such interest, the interest so disclaimed or renounced shall pass as if the beneficiary had died before becoming entitled to such interest, and if the beneficiary shall release any interest after having received any such benefits, then such interest shall pass as if the beneficiary had then died.

#### ARTICLE VIII.

The trustee may apply any part or all of the income or principal which any minor shall be qualified to receive, either directly for or towards the maintenance, education or benefit of such minor during the minor's minority, or at the option of the trustee, the trustee may:

A. Contribute the same to a qualified tuition program, as defined in Section 529 of the Internal Revenue Code of 1986, as amended, of which the minor is the designated beneficiary, including, without limitation, a qualified tuition program to which the settlor was the contributor

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

  
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CAROL HYMAN, Trustee

during the settlor's lifetime;

B. Pay the same to a custodian under the Uniform Transfers to Minors Act or similar legislation in effect in the jurisdiction in which the minor is domiciled; or

C. Pay the same to such minor or to the minor's guardian or conservator,

without the trustee being liable to see to the application thereof. The trustee may make any such contribution, payment, application or expenditure if the trustee thinks it reasonable and proper to do so, without any compulsion to regard either the ability of any other person to provide for the same maintenance, education or benefit of such minor or the existence of any other fund available for the purpose.

D. For purposes of this Article VIII, a "minor" is a person who has not attained to the age of twenty-one (21) years.

#### ARTICLE IX.

A. For the purpose of determining succession to property under the terms of this trust agreement, the following rules shall be applicable:

1. Except in those cases in which Article IX, Section A, 2, below, provides for a contrary result, a person is the child of his or her natural parents and one of the kindred of all members of his or her natural parent's family, regardless of the marital status of the natural parents. For purposes of this trust agreement, a natural parent and child relationship is established whenever that relationship is presumed by law and not rebutted or whenever that relationship is established pursuant to any applicable provision of law.

2. An adopted person who is adopted prior to attaining to the age of eighteen (18) years ("adopted person") is a lineal descendant of the adopting parent and is one of the natural kindred of all members of the adopting parent's family, and the adopted person is not a lineal descendant of his or her natural parents, nor is the adopted person one of the kindred of any member of his or her natural parent's family or any prior adoptive parent's family, except that:

(a) Adoption of a child by the spouse of a natural parent has no effect on the relationship between the child and the natural parent or the natural parent's family;

  
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CELIA H. LANDRY, Settlor

  
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CAROL HYMAN, Trustee

(b) Adoption of a child by the natural parent's spouse who married the natural parent after the death of the other natural parent has no effect on the relationship between the child and the family of the deceased natural parent; and

(c) If both natural parents of the child die and the child is thereafter adopted by the child's brother, sister, grandparent, aunt, or uncle, the adoption has no effect on the relationship between the child and the families of the deceased natural parents.

B. The words "trustee" and "trustees" include the singular or plural where the context so admits and the facts so require.

C. Whenever this instrument calls for property to be distributed to the issue of an individual ("designated ancestor") "in the manner provided in Article IX, Section C, of this trust agreement," the property to be distributed shall be divided into as many shares as there are living children of the designated ancestor, if any, and deceased children of the designated ancestor, if any, who leave issue then living. One share shall be allocated to each living child of the designated ancestor and to each deceased child of the designated ancestor who leaves issue then living and the share allocable to the deceased child who leaves issue then living shall be divided in the same manner among his or her then living issue.

D. With the consent of the settlor if the settlor is living, the trustee may merge or combine any trust fund established hereunder with any other irrevocable trust established or to be established for the primary benefit of the person to whom the trust fund is allocated

E. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

#### ARTICLE X.

A. If upon the death of the settlor some or all of the settlor's generation-skipping tax exemption is to be allocated to any trust that is otherwise to be established under this trust agreement, unless the trust in question will thereby have a generation-skipping inclusion ratio of zero, that trust shall be divided and two separate trusts shall instead be established so that each will have a generation-skipping inclusion ratio of either zero (an "exempt" trust) or one (a "nonexempt"

  
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CELIA H. LANDRY, Settlor

  
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CAROL HYMAN, Trustee

trust).

B. When a trust is divided under the provisions of Article X, Section A, above, into exempt and nonexempt trusts, the division shall be made on a fractional basis, and the terms of the new trusts, in the aggregate, shall provide for the same succession of interests of beneficiaries as are provided in the original trust (the "divided trust") from which it is established, and references in this trust agreement to that divided trust shall collectively refer to the separate trusts derived from it.

C. All provisions of this trust agreement shall be construed to provide for division, distribution, and administration of trusts and other dispositions in a timely manner consistent with the objectives of efficiently using available generation-skipping exemptions, of establishing and maintaining trusts that have generation-skipping inclusion ratios of either zero or one and are thus entirely exempt or entirely nonexempt, and of effecting a severance of trusts in a manner which results in a qualified severance, as that term is now or hereafter defined in Section 2642(a)(3) of the Internal Revenue Code of 1986, as amended, and corresponding regulations.

#### ARTICLE XI.

A. If any beneficiary of any trust fund provided for under this trust agreement in any manner, directly or indirectly, initiates any action or proceeding that contests this trust agreement or in any manner attacks or seeks to impair or invalidate any of the provisions of this trust agreement or contests the probate of a settlor's will or in any manner attacks or seeks to impair or invalidate any of the provisions of a settlor's will, then any gift or other provision made for that beneficiary under this trust agreement is revoked and shall be disposed of in the same manner provided herein as if the beneficiary had predeceased settlor without leaving issue.

B. The trustee is authorized and directed to defend, at the expense of the trust, any action or proceeding described in Article XI, Section A, of this trust agreement, and all costs and reasonable attorney's fees incurred in such defense shall be paid from the trust as an expense of administration, whether or not the trustee prevails in such defense, if the trustee acted in a manner reasonably believed by the trustee not to be opposed to the best interests of the trust.

C. Anything in this Article XI to the contrary notwithstanding, no beneficiary who is a settlor of this trust shall be subject to any penalty for initiating an action or proceeding described in Article XI, Section A, of this trust agreement, nor shall any beneficiary who is or who was a trustee of this trust be subject to any penalty for seeking or obtaining, from the assets of the trust, reasonable

  
CELIA H. LANDRY, Settlor

  
CAROL HYMAN, Trustee

compensation for services performed as trustee or reimbursement of expenses reasonably and properly incurred.

**ARTICLE XII.**

If any part of this trust agreement shall be found to be invalid or void, it shall in no manner affect or impair the remaining provisions which can be given effect without the invalid or void part.

**ARTICLE XIII.**




All questions concerning the interpretation of the terms and validity of this trust agreement and all questions relating to performance hereunder shall be judged and resolved in accordance with the laws of the State of Arizona.

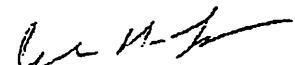
This trust agreement may be signed in one or more counterparts, each of which, when taken together, to constitute one and the same instrument.


This trust agreement shall be known as the CELIA H. LANDRY TRUST.

**Certification of Settlor**

**CELIA H. LANDRY certifies that:**

1. She has read the foregoing trust agreement;   
C.H.L.
2. The foregoing trust agreement correctly states the terms and conditions under which the trust estate is to be held, managed, administered, and disposed of by the trustee;   
C.H.L.
3. She approves this trust agreement in all particulars;   
C.H.L.

  
\_\_\_\_\_  
CELIA H. LANDRY, Settlor

  
\_\_\_\_\_  
CAROL HYMAN, Trustee

4. She recognizes, understands, and agrees that, except as provided in Article III, Section A, above, she has no power to alter, amend, revoke, or terminate this trust agreement, that this trust agreement may not be altered or amended in any manner except as may be specifically authorized by this trust agreement, that it may not be terminated except through distributions permitted by the terms of this trust agreement, and that if she transfers property to this trust, her rights with respect to such property may be significantly diminished compared to the rights she would have if such transfer were not made; and

  
C.H.L.

5. She acknowledges that John Paul Parks, Esq., has acted solely as legal counsel for CAROL HYMAN, the trustee, that she is entitled to obtain the advice of independent legal counsel prior to signing this trust agreement, that she has been advised to obtain such independent legal counsel, and, either having obtained the advice of independent legal counsel, or electing to proceed without the same, signs this trust agreement freely and voluntarily.

  
C.H.L.

6. She is competent to enter into this trust agreement and to sign this Certification of Settlor. She is not mentally or physically incapacitated or impaired as a result of prescription medications, nonprescription drugs, alcohol, or any other cause.

  
C.H.L.

IN TESTIMONY WHEREOF settlor has hereunto set settlor's hand and caused to be affixed settlor's seal, on this 12th day of June, 2015.

  
CELIA H. LANDRY, Settlor (SEAL)

THE STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 12th day of June, 2015, by

  
CELIA H. LANDRY, Settlor

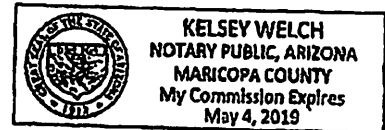
  
CAROL HYMAN, Trustee

CELIA H. LANDRY, settlor.

Kelsey Welch  
Notary Public

My commission expires: May 4, 2019

ACCEPTANCE BY THE TRUSTEE



The terms of the CELIA H. LANDRY TRUST are accepted.

Carol Hyman (SEAL)  
CAROL HYMAN, Trustee

ACKNOWLEDGMENT BY THE TRUSTEE

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 Los Angeles

On June 18, 2015, before me, Julia Simola, Notary Public, personally appeared Carol Hyman, 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

Celia H. Landry  
CELIA H. LANDRY, Settlor

Carol Hyman  
CAROL HYMAN, Trustee



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 the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julia Sima Levine (Seal)



Celia H. Landry  
CELIA H. LANDRY, Settlor

Carol Hyman  
CAROL HYMAN, Trustee

**SCHEDULE A TO THE CELIA H. LANDRY TRUST**

The following property, commonly known as 2603 E. Acoma Drive, Phoenix, Arizona 85032, and legally described as follows:

Lot 64, THE PRESERVE AT SHADOW MOUNTAIN, according to Book 448, of Maps, Page 31, records of Maricopa County, Arizona.

A.P.N. 214-54-066

  
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CELIA H. LANDRY, Settlor

  
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CAROL HYMAN, Trustee

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EXHIBIT B-1


CONSENT OF TRUSTEE. CAROL HYMAN

**EXHIBIT B-1**

**CONSENT AND APPROVAL OF TRUSTEE, CAROL HYMAN**

I, Carol Hyman, declare under penalty of perjury under the laws of the State of Arizona and the State of California, that the principal place of administration of the Celia H. Landry Trust, dated June 12, 2015 (the "Trust") shall be in Maricopa County, Arizona and the Trust shall be subject to the jurisdiction of the Maricopa County court system, and I hereby submit personally to the jurisdiction of such court system regarding any matter involving the Trust. I also consent to and approve of the relief requested by Celia H. Landry in her Petition for Approval of Modification of Irrevocable Trust" ("Petition") filed In the Matter of: The Celia H. Landry Trust, dated June 12, 2015 by Celia H. Landry.

DATED this 3<sup>rd</sup> day of October, 2022.



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**CAROL HYMAN**, Trustee of the  
Celia H. Landry Trust dtd. June 12, 2015

## ACKNOWLEDGMENT

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 LOS ANGELES )

On October 3, 2022 before me, **FAROOGH IRANPOUR**, Notary Public, personally appeared **CAROL HYMAN**, 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 the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature

F. Iranpour

(Seal)

CONSENT AND APPROVAL OF TRUSTEE, CAROL HYMAN



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EXHIBIT B-2

AFFIDAVIT  
OF PETITIONER CELIA H. LANDRY

## **EXHIBIT B-2**

### **AFFIDAVIT AND DECLARATION OF PETITIONER CELIA H. LANDRY**

I, Celia H. Landry, declare under penalty of perjury under the laws of the State of Arizona, with respect to and as the Settlor and primary beneficiary for the Celia H. Landry Trust dated June 12, 2015 (the "Trust"), that for the reasons set forth herein, Darren Schnaible ("Darren") should not act or serve as a successor Trustee for the Trust.

Darren was an advisor who assisted my father, Dr. Maurice Hyman, and my mother, Dr. Carol Hyman, both medical doctors, with managing their finances. Previously, Darren was named as successor Trustee for each of the sub-trusts later established under that trust after my father's death for my mother and for trusts for my two sisters, Gayle Hyman ("Gayle") and Madeline Hyman ("Madeline"), both of whom are attorneys. After my mother's relationship with Darren deteriorated and she no longer wanted him to be involved with our family, with the confirmation of her daughters that it was prudent, in 2018 she exercised her powers to appoint different successor Trustees for all of such trusts, and removed Darren as successor Trustee. Gayle and Madeline were appointed as Trustee of their own respective trust.

During the past several years, my relationship with my daughter, Erin Landry Churilla ("Erin"), has become increasingly strained due to her actions and treatment of me and my granddaughter, Sophie. Darren and Erin have a close business relationship, as he serves as Trustee of a trust for Erin, which holds substantial assets. It is my understanding that a court recently ruled that Erin would not have primary custody for Sophie. In addition, it is my belief that Darren and Erin also have a personal relationship. As my relationship with Erin became more estranged, it was very obvious that Darren sided with Erin on most all matters, and could no longer properly act on my behalf. Darren also has falsely accused my sisters and me of preventing my mother from contact with others, which further shows why I no longer trust him. My sisters and I all have a very close and loving relationship with our mother and do everything we can to assist her.

For these and other reasons, I believe there is a clear conflict of interest, if not legally, then practically, with Darren becoming successor Trustee of my Trust. Should Darren become Trustee of the Trust, I do not believe he will be able to place my needs as the primary beneficiary, over the needs of Erin, who is a contingent and secondary beneficiary. The Trust will be my primary, if not sole source of support, as it contains my residence and inheritance, and I have recently retired. It is very clear that the primary purpose of the Trust, which I established as the Settlor, was to provide for my support and well-being for the rest of my life. Note also that Erin has substantial assets of her own at her disposal that may also be used for the benefit of Sophie.

Darren's actions over the last six to seven years clearly indicate he is not worthy to serve as successor Trustee of my Trust. As stated above, this determination was already made by my mother as the Trustee with respect to all other trusts established for our family. Darren seems only to act for his own self-serving interests, which is incongruent with the ability to serve as Trustee of my Trust. For example, when I asked Darren a couple years ago to refer me to an attorney for

general estate planning, he told me it was a waste of money and that he would be happy to carry out my wishes upon my death. I nevertheless retained counsel to complete my estate planning, and have learned that Darren's advice to not retain counsel was not accurate and I now have a complete estate plan. Perhaps this is a further indication of his motives.

It is also important to note herein that in a recent email from Darren sent to my mother's long-time attorney, Joel Levine, he stated that Carol "has been incapacitated for some time," which is quite alarming considering he no longer has contact with her, and she clearly has current capacity to deal with her personal affairs. Darren even contacted the Trust's investment manager, Morgan Stanley, stating that Carol is no longer able to serve as Trustee, and that he therefore would be assuming the duties of Trustee of my Trust, without complying with the very specific requirements of the Trust Agreement.

Finally, the Trust Agreement authorizes Darren to decline to serve as successor Trustee and appoint a different successor Trustee. However, after several attempts, Darren has refused to sign the Declination to Serve and Appointment of Successor Trustee prepared by counsel, which in turn has forced me to incur substantial unnecessary legal fees. Even though all family members clearly agree that Steven Seinfeld, CPA, the family's accountant, and not Darren, should serve as successor Trustee, he has refused to sign or even respond to our request for him to decline to serve as Trustee and appoint Steven.

DATED this 7th day of October, 2022.



CELIA H. LANDRY, Settlor and  
Primary Beneficiary

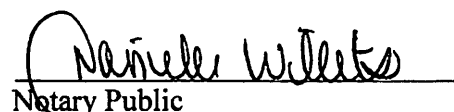
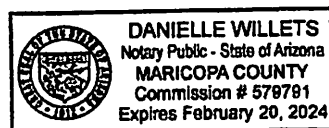
STATE OF ARIZONA                    )  
  ) ss.  
County of Maricopa                 )

Celia H. Landry, being duly sworn, states as follows: I declare that the information in this Statement is accurate and complete to the best of my knowledge, information and belief.



CELIA H. LANDRY

SUBSCRIBED AND SWORN TO before me this 7th day of October, 2022, by Celia H. Landry.



Notary Public



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EXHIBIT B-3

AFFIDAVIT AND DECLARATION  
OF TRUSTEE, CAROL HYMAN

**EXHIBIT B-3**  
**AFFIDAVIT AND DECLARATION**  
**OF CAROL HYMAN, TRUSTEE**  
**("Affidavit")**

I, Carol Hyman, as Trustee of the Celia H. Landry Trust dated June 12, 2015 ("Celia's 2015 Trust"), hereby declare that to the best of my knowledge and belief, Darren Schnaible ("Darren") should not act or serve as a successor Trustee for the Trust for the reasons set forth below.

I am filing this Affidavit in support of the "Petition for Approval of Modification of Irrevocable Trust" ("Petition") filed In the Matter of: The Celia H. Landry Trust, dated June 12, 2015 by Celia H. Landry ("Celia").

I am a graduate of Cornell University Medical College, and before my retirement in 2011, I was licensed to practice medicine in the state of California for almost 60 years. I was a specialist in pediatric hematology and oncology and conducted research regarding sickle cell disease, thalassemia and other blood disorders. I completed a fellowship in pediatric hematology at Children's Hospital Los Angeles ("CHLA") and practiced medicine at CHLA and later at Cedar-Sinai Medical Center. I was married to Dr. Maurice Hyman ("Husband") and together we raised our three daughters, Gayle Hyman ("Gayle"), Madeline Hyman ("Madeline") and Celia (collectively "Daughters").

Over the years, my Husband and I worked and were able to accumulate a sufficient amount of property and to engage attorneys and other advisors in connection with planning our estates. The vehicle used for our estate plan was our joint revocable trust. On my Husband's death in February 2003, the revocable trust split into two equal shares, one share for my Husband and the other share for me. My share funded my survivor's trust and my Husband's share funded his exemption trust and marital trusts (collectively the survivor's trust, exemption trust and marital trusts are referred to herein as the "Subtrusts"); and I became the trustee each of the Subtrusts.

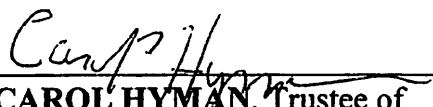
After my Husband's death, I hired Darren to assist me in my investment duties as trustee of the Trust and the Subtrusts established upon my Husband's death. Previously, Darren had worked with my Husband in helping manage our finances. Before 2018, I had a good working relationship with Darren and I trusted Darren sufficiently to appoint him to succeed me as successor trustee of the Subtrusts and the three trusts for my Daughters ("Daughter's Trust(s)") that will be established upon my death and funded with the net assets of the trust estates of the Subtrusts. I also encouraged Celia to appoint Darren as successor trustee of Celia's 2015 Trust.

By 2018 however, I thought that my daughters Gayle and Madeline, who had both graduated law school, had the skills and prudence to succeed me as trustee of the Subtrusts. Commencing in 2018, I amended my survivor's trust and exercised the powers I was granted to appoint successor trustees of the other Subtrusts to replace Darren with Gayle and Madeline as trustees of all the Subtrusts. I also replaced Darren as trustee of Gayle's and Madeline's Daughter's Trusts so that Gayle will be the trustee of her Daughter's Trust and Madeline will be the trustee of her Daughter's Trust. So, by 2019, Darren was designated as the successor trustee of only Celia's Daughter's Trust.

During the past ten years, my relationship with Celia's daughter, (my granddaughter), Erin Landry Churilla ("Erin") has become increasingly acrimonious to the extent that I no longer wish to have any relationship with Erin. The acrimony began with what I believed was Erin's maltreatment of her daughter Sophie and culminated with her combativeness with Celia, who is also estranged from Erin. To be clear, Erin is the only one of my relatives from whom I have become estranged. My relationships with each of my Daughters, whom I dearly love has never been stronger and it is because of my Daughters' assistance, that I am able to comfortably live in the manner I wish. I also maintain my relationships with my other relatives and friends.

After 2019, it came to my attention that in the disputes between Celia and Erin, Darren had taken sides with Erin and against Celia. Because of this, in 2021 and 2022 I replaced Darren with my accountant, Steven Seinfeld ("Steven"), as trustee of Celia's Daughter's Trust. Steven has been our family accountant for over 40 years and has the skills and prudence to act as a trustee of Celia's 2015 Trust; and, unlike Darren, Steven gets along well with Celia, who is the primary beneficiary of Celia's 2015 Trust. Because Darren is not impartial as between Celia and Erin, I do not believe he is a suitable successor trustee for Celia's 2015 Trust and question his ability to treat the needs of Celia as primary and to treat the needs of Erin as secondary as is required under the provisions governing Celia's 2015 Trust. Correspondingly, I wholeheartedly consent to and approve of the relief requested in the Petition to replace Darren with Steven as successor trustee of the Celia's 2015 Trust.

I certify (or declare) under penalty of perjury that to the best of my knowledge and belief, the information in this Affidavit is true and correct and that this Affidavit was executed by me on October 3 2022 at Beverly Hills, California.

  
\_\_\_\_\_  
**CAROL HYMAN**, Trustee of  
the Celia H. Landry Trust dated June 12, 2015

## ACKNOWLEDGMENT

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 LOS ANGELES )

On October 3, 2022 before me, **FAROOGH IRANPOUR**, Notary Public, personally appeared **CAROL HYMAN**, 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 the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature F. Iranpour (Seal)

AFFIDAVIT AND DECLARATION OF CAROL HYMAN



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EXHIBIT B-4

AFFIDAVIT AND DECLARATION  
OF ATTORNEY, JOEL A. LEVINE

**EXHIBIT B-4**  
**AFFIDAVIT AND DECLARATION**  
**OF ATTORNEY, JOEL A. LEVINE**  
**("Affidavit")**

I, Joel A. Levine, as attorney for Dr. Carol Hyman (referred to alternatively as the "Trustee" or "Dr. Hyman"), as trustee of the Celia H. Landry Trust dated June 12, 2015 ("Celia's 2015 Trust"), hereby declare that to the best of my knowledge belief, Darren Schnaible ("Darren") should not act or serve as a successor Trustee for Celia's 2015 Trust for the reasons set forth below.

I am filing this Affidavit in support of the "Petition for Approval of Modification of Irrevocable Trust" ("Petition") filed In the Matter of: The Celia H. Landry Trust, dated June 12, 2015 by Celia H. Landry ("Celia").

I am and have been an attorney licensed to practice law in the State of California since 1972. From 1975 to the present, my practice has focused on estate, gift and income tax planning. In 1999, I was engaged by Dr. Hyman and her late husband, Dr. Maurice Hyman ("Husband", Dr. Hyman and Husband are collectively referred to herein as the "Hymans") to assist them in amending their estate plans. Under the Hymans' estate plans, the Hymans provided that on the death of the first spouse to die ("Deceased Spouse"), the surviving spouse's share of the Hymans' combined estates would fund the Survivor's Trust and the Deceased Spouse's share would fund an exemption trust and one or more marital trusts for the benefit of surviving spouse during his or her lifetime. (The exemption trust and marital trusts are collectively referred to herein as "Husband's Trusts")

Husband died on February 16, 2003 survived by Dr. Hyman and the Hymans' three children (collectively "Daughters" and individually "Daughter") - Gayle Hyman ("Gayle"), Madeline Hyman ("Madeline") and Celia. Pursuant to the Hymans' estate plans, Dr. Hyman's share of the trust estate funded her Survivor's Trust and Husband's share of the trust estate funded Husband's Trusts. Although Dr. Hyman may amend her Survivor's Trust in any manner she deems suitable, as matters presently stand, upon Dr. Hyman's death, the remainders of the trust estates of the Survivor's Trust and Husband's Trusts will be divided into three equal shares with each Daughter receiving an equal share in trust ("Child's Trust").

In 2005, Dr. Hyman petitioned the Los Angeles Superior Court for the modification of Husband's Trusts seeking an order (1) appointing Darren Schnaible ("Darren") and Steven Seinfeld ("Steven") in the order named to succeed her as sole trustee of each of Husband's Trusts and (2) the power and authority to select and remove successor trustees of Husband's Trusts during her lifetime, that Dr. Hyman could exercise as many times as she

desired. The court granted the orders requested by Dr. Hyman with respect to each of Husband's Trusts. At that time, in 2005, Dr. Hyman considered Darren a trusted advisor and someone whom she thought would make a good successor trustee if she was no longer able to act as trustee.

The Survivor's Trust is completely amendable by Dr. Hyman during her lifetime. Accordingly, consistent with the petitions filed with respect to Husband's Trusts, in 2005 Dr. Hyman amended the Survivor's Trust to appoint Darren and Steven in the order named to succeed her as sole trustee of each trust and each sub-trust established under the Survivor's Trust including each Daughter's Child's Trust that is to be established on Dr. Hyman's death.

In 2017 Dr. Hyman amended the Survivor's Trust and replaced Darren as successor trustee of the Survivor's Trust with Gayle and Madeline. Dr. Hyman also replaced Darren as the trustee of the Child's Trusts for Gayle and Madeline so that Gayle and Madeline became the sole trustee of their respective Child's Trust. As a result of the 2017 amendment, Darren was designated as the successor trustee of only Celia's Child's Trust. Consistent with the 2017 amendment of her Survivor's Trust, in 2018, Dr. Hyman exercised her powers to replace Darren as the successor trustee of Husband's Trusts and each sub-trust thereunder except Celia's Child's trust.

After 2017, Dr. Hyman's relationship with Darren deteriorated. The deterioration coincided with Dr. Hyman's estrangement from her granddaughter, Celia's daughter Erin Landry Churilla ("Erin"). Initially, Dr. Hyman became concerned with Erin's behavior, especially the manner in which Erin was raising her daughter Sophie. Later, Dr. Hyman became concerned about the manner in which Erin had been treating Celia, which resulted in Celia's decision to have as little to do with Erin as possible. Except for her duties as Trustee, Dr. Hyman determined that she could no longer have a meaningful relationship with Erin. After 2018, it became clear to Dr. Hyman that Darren sided with Erin and against Celia in Erin's tumultuous battle with her mother. My conversations with Darren confirm Dr. Hyman's concerns about Darren's attitude towards Celia as well as the other Daughters. On several occasions during the past several years I have spoken to Darren about Dr. Hyman and the Hymans' estate plan. On more than one occasion, Darren stated to me that he thought Dr. Hyman lacked capacity and was the captive of her Daughters (including Celia) and that the Daughters had sequestered Dr. Hyman so that she had no access to the outside world. On each occasion, I would tell Darren that his description of Dr. Hyman's situation was completely wrong, but it did not prevent Darren from making the unfounded allegations against the Daughters including Celia. Note also that Darren's comments about the Daughters including Celia were not based on anything Darren observed, because during the past few years, he rarely met with Dr. Hyman or witnessed the manner in which Dr. Hyman interacted with her Daughters. Having visited Dr. Hyman on average of once a

month during the past couple of years, I have witnessed the loving and caring manner in which each of the Daughters has supported and helped Dr. Hyman during these past years. Because of Dr. Hyman's physical ailments, and despite all of the demands made in their personal lives, the Daughters have arranged it among themselves that one of them is always present at Dr. Hyman's home in order to assist Dr. Hyman.

Because of her awareness of Darren's negative attitude towards Celia, in 2021 and 2022 Dr. Hyman once again exercised her powers to appoint and replace trustees for Husband's Trusts and the Survivor's Trust to replace Darren with Steven as the trustee of Celia's Child's Trust. As a result, Steven, not Darren will succeed Dr. Hyman as trustee of Celia's Child's Trust.

I believe that Steven should also replace Darren as successor trustee of Celia's 2015 Trust. As mentioned above, it is my understanding that Darren has a negative attitude towards the Celia based on information he most likely received from Erin, and a positive attitude towards Erin, who is a secondary beneficiary of Celia's 2015 Trust. Despite Celia's primacy as a beneficiary of Celia's 2015 Trust, I am seriously concerned about Darren's ability to separate his biases against Celia and in favor of Erin to administer the trust in the manner provided in the trust agreement governing Celia's 2015 Trust. Another reason for replacing Darren with Steven is to allow the trusts for Celia to be administered in the most efficient manner. As mentioned above, upon Dr. Hyman's death, Steven will administer the Child's Trust for Celia established by the Hymans. Both Celia's Child's Trust and Celia's 2015 Trust are likely to contain a significant amount of property. By replacing Darren with Steven, I believe that costly conflict can be avoided between the trustees of the two trusts if the Petition is granted so that Steven is appointed to succeed Dr. Hyman as trustee of Celia's 2015 Trust.

Finally, as demonstrated below, I believe that Darren's is unsuitable to act as trustee of Celia's 2015 Trust. In an email to me sent by Darren on July 7, 2022, Darren made the following false allegations about Dr. Hyman's ability to act as trustee of the Celia's 2015 Trust:

"Per, an earlier conversation with Joel Levine, I understand that Carol Hyman is incapacitated and has been for quite some time as defined in Article V of the trust agreement.

Pursuant to Article V of the trust agreement I have attached a fully executed acceptance of Trusteeship.

I am looking forward to an easy transition process, hopefully we can all make Carol proud and carry out her wishes as defined in the trust agreement."



Note also, that in an effort to gain control of the assets of Celia's 2015 Trust, Darren sent the above email to Brett Zatulove ("Brett"), who was the account executive at Morgan Stanley where Dr. Hyman held the portfolio for Celia's 2015 Trust. When I spoke to Brett about Darren, without any prompting from me, Brett indicated that he would no longer be speaking with Darren about Celia's 2015 Trust and did not approve of Darren's attempt to take over the portfolio for Celia's 2015 Trust.

In response to Darren's July 7th email, I sent him the following email on July 7th:

"Darren:

I have never stated to you that Carol is incapacitated and unable to act as trustee of Celia's trust. Firstly, I would never make such a legal determination which depends on Arizona trust law, as I am not licensed to practice law in Arizona, and even if this was a California trust, which it is not, I have always thought and told you that Carol has the mental capacity to act as a trustee under California law.

Secondly, in past conversations you opined that Carol lacked capacity to act as trustee notwithstanding that you had not seen or talked with Carol for some time, and I distinctly remember telling you that Carol had the capacity to act as a trustee.

Thirdly, I find it quite odd that you would even want to act as trustee for a trust whose primary beneficiary and the current trustee both do not want you to act as trustee. Ironically, when faced with the exact same situation involving a hostile beneficiary, Carol voluntarily resigned as a trustee of Erin's 2008 Trust, which to me only further demonstrates that she not only has the capacity to act as a trustee but also the good sober judgement we expect from a trustee."

Had I further reflected on Darren's attempt to take over the trusteeship of Celia's 2015 Trust, I would have also mentioned that his reference to Article V was ill conceived. Article V of the Trust Agreement requires that in order to find that a trustee lacks capacity to act as a trustee, the trustee must be examined by two licensed physicians who practice psychiatry or neurology who conclude that the trustee does not have the capacity to serve as trustee. Darren's attempt to claim the trusteeship of Celia's 2015 Trust without ever having been examined in accordance with provisions of Article V is Darren's attempt to become trustee of Celia's 2015 Trust in contravention to Article V. Darren's lack of regards for the trust agreement governing Celia's 2015 Trust further demonstrates why Darren is not the person who should succeed Dr. Hyman as trustee of Celia's 2015 Trust.

[Signature page to follow].

I certify (or declare) under penalty of perjury that to the best of my knowledge and belief, the information in this Affidavit is true and correct and that this Affidavit was executed by me on October 3, 2022 at Beverly Hills, California.

Joel A. Levine  
JOEL A. LEVINE

#### ACKNOWLEDGMENT

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 LOS ANGELES )

On October 3, 2022 before me, <sup>FI</sup>FAROOGH IRANPOUR, Notary Public, personally appeared **JOEL A. LEVINE**, 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 the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature F. Iranpour (Seal)

AFFIDAVIT AND SWORN STATEMENT OF JOEL A. LEVINE



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EXHIBIT C

DECLINATION TO SERVE AS SUCCESSOR TRUSTEE  
BY DARREN SCHNAIBLE  
AND APPOINTMENT OF SUCCESSOR TRUSTEE

**DECLINATION TO SERVE AS SUCCESSOR TRUSTEE**  
**FOR THE CELIA H. LANDRY TRUST**

THIS DECLINATION TO SERVE AS SUCCESSOR TRUSTEE is executed  
this \_\_\_\_ day of \_\_\_\_\_, 2022, by DARREN SCHNAIBLE.

**Recitals:**

A. CAROL HYMAN, the currently serving Trustee of the Celia H. Landry Trust, dated June 12, 2015, established by CELIA H. LANDRY, as Settlor, and CAROL HYMAN, as the initial Trustee (the "Trust" and the instrument establishing it, the "Trust Agreement"), pursuant to paragraph C. of Article V of The Celia H. Landry Trust, has resigned as Trustee under the Trust Agreement, subject to the pre-requisites and contingencies provided for the resignation that the named successor Trustee, DARREN SCHNAIBLE, decline to serve and appoint STEVEN SEINFELD, CPA as successor Trustee, all pursuant to paragraph A.1. of Article V of the Trust Agreement, and that STEVEN SEINFELD accept the appointment as successor Trustee.

B. DARREN SCHNAIBLE does not desire to serve as successor Trustee, and wishes to appoint STEVEN SEINFELD to serve as the successor Trustee.

**Declination To Serve And Appointment:**

1. Subject to the execution by CELIA H. LANDRY and CAROL HYMAN of the "Acknowledgment of Receipt and Release of Darren Schnaible from Liability for Resignation and Appointment" set forth below, and delivery thereof to the undersigned, DARREN SCHNAIBLE hereby declines to serve as successor Trustee for the Trust, and hereby gives this written notice of his declination to serve to the Settlor, CELIA H. LANDRY, and currently serving Trustee, CAROL HYMAN, who by signing below acknowledges receipt of this Declination.

2. Subject to the execution by CELIA H. LANDRY and CAROL HYMAN of the "Acknowledgment of Receipt and Release of Darren Schnaible from Liability for Resignation and Appointment" set forth below, and delivery thereof to the undersigned, DARREN SCHNAIBLE hereby appoints STEVEN SEINFELD as successor Trustee of the Trust pursuant to paragraph A.1. of Article V of the Trust Agreement, to be effective upon the acceptance of duties of the successor Trustee by STEVEN SEINFELD.

DATED on the day and year first set forth above.

---

DARREN SCHNAIBLE

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

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 )

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County of \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

### **Resignation and Appointment:**

CAROL HYMAN

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.

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

**Signature** \_\_\_\_\_

\_\_\_\_\_  
CELIA H. LANDRY

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2022, by Celia H. Landry.

\_\_\_\_\_  
Notary Public



1 EXHIBIT D

2  
3 PROPOSED NEW  
4 ARTICLE V OF THE CELIA H. LANDRY TRUST,  
5 DATED JUNE 12, 2015

6 ARTICLE V  
7 APPOINTMENT OF TRUSTEES

8 The following provisions shall apply with regard to any Trustee serving  
9 hereunder:

10 A. **In General.** The term "the Trustee" as used in this Trust Agreement shall  
11 include Co-Trustees where applicable, any successor Trustee named in this Article or  
12 appointed pursuant to the following provisions, and any successor to the business of any  
13 corporate trustee whether by reorganization or otherwise. Each successor Trustee shall  
14 have all the rights, privileges and powers herein granted to the original Trustee, and  
15 shall have all of the duties and obligations imposed upon the original Trustee. No  
16 significance is to be attached to the use of the singular or plural designation in this Trust  
17 Agreement, and each designation shall be construed to include the other where  
18 appropriate.  
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20 B. **Appointment.** Any individual, bank or financial institution serving  
21 hereunder as Trustee or Co-Trustee shall not be required to post bond unless requested  
22 in writing by the Settlor. CAROL HYMAN shall serve as Trustee of all trusts created  
23 by the terms of this Trust Agreement. Upon the relinquishment of the duties of Trustee  
24 by CAROL HYMAN, as set forth below, STEVEN SEINFELD, CPA shall serve as  
25 successor Trustee of such trusts. Notwithstanding the foregoing, while either CAROL  
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1 HYMAN or STEVEN SEINFELD is serving as Trustee and is not under disability she  
2 or he, as the case may be, shall have the power and authority to appoint by a written  
3 instrument signed by such Trustee and delivered to the currently serving Trustee(s), one  
4 or more persons and/or any bank or other financial institution having capital and surplus  
5 of not less than Fifty Million Dollars (\$50,000,000.00), or any wholly-owned subsidiary  
6 of such an institution, or any affiliate of such an institution with such capital and  
7 surplus, as a Co-Trustee to serve with her or him, or as the named successor Trustee or  
8 Trustees, and in such event the successor Trustee(s) so appointed by the currently  
9 serving Trustee shall replace any successor Trustee named herein. In addition, and  
10 notwithstanding the foregoing, during the lifetime of CAROL HYMAN while she is not  
11 under disability, whether or not she is serving as Trustee, she shall have the power and  
12 authority to remove any current Trustee and replace it with one or more persons and/or  
13 any bank or other financial institution having capital and surplus of not less than Fifty  
14 Million Dollars (\$50,000,000.00), or any wholly-owned subsidiary of such an  
15 institution, or any affiliate of such an institution with such capital and surplus, or to add  
16 one or more of such persons or institutions as a Co-Trustee to serve with the then  
17 serving Trustee, or as the named successor Trustee or Trustees, and in such event the  
18 successor Trustee(s) so appointed shall replace any successor Trustee otherwise named  
19 herein or under the foregoing provisions. Any individual serving as Trustee shall be  
20 deemed to have relinquished the duties of Trustee upon the occurrence of any of the  
21 following events:  
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1                   1.       Receipt by the Co-Trustee or successor Trustee, as the case may be,  
2 of written notice from the individual then serving as Trustee directing the Co-Trustee or  
3 successor Trustee, as the case may be, to assume the duties of Trustee of the Trust  
4 Estate.  
5

6                   2.       Receipt by the Co-Trustee or successor Trustee, as the case may be,  
7 of written notice of the death of the individual then serving as Trustee.  
8

9                   3.       Receipt by the Co-Trustee or successor Trustee, as the case may be,  
10 of a certified copy of an order from a court appointing a Guardian for the individual  
11 then serving as Trustee or a Conservator for his or her estate.  
12

13                   4.       Receipt by the Co-Trustee or successor Trustee, as the case may be,  
14 of written notice signed by two physicians licensed to practice neurology or psychiatry  
15 who certify that they have examined the Trustee and have concluded that, by reason of  
16 accident, physical or mental illness or disability, progressive or intermittent physical or  
17 mental deterioration, or other similar cause, that the Trustee is unable to discharge the  
18 powers and duties of the office of trustee. When in the process of determining a  
19 Trustee's incapacity and ability to serve as Trustee, all health information and medical  
20 records and other relevant medical history may be released to the person who is  
21 nominated as successor Trustee, including any written opinion relating to the such  
22 incapacity, that the person so nominated may reasonably request. This release authority  
23 applies to any information governed by the Health Insurance Portability and  
24 Accountability Act of 1996 (a.k.a. HIPAA), 42 USC 1320d and 45 CFR 160-164.  
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1           C.     **Resignation.** Any Trustee serving hereunder shall have the right to resign  
2 at any time by giving thirty (30) days prior written notice to the beneficiary or  
3 beneficiaries then entitled or authorized to receive income from any trusts created  
4 hereunder.  
5

6           D.     **Removal Of Corporate Trustee.** Anything hereinabove to the contrary  
7 notwithstanding, the Settlor, while she is living and not under disability, shall have the  
8 right to (1) remove or cause the resignation of any corporate Trustee serving hereunder,  
9 or change a named corporate Trustee prior to its acceptance of duties, and (2) in its  
10 place, name any bank or other financial institution as successor Trustee; provided,  
11 however, any bank or other financial institution serving as Trustee hereunder must be a  
12 bank or financial institution having capital and surplus of not less than Fifty Million  
13 Dollars (\$50,000,000.00), or any wholly-owned subsidiary of such an institution, or an  
14 affiliate of such an institution with such capital and surplus.  
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