

SAMPLE DOCUMENT FOR FORMATTING ILLUSTRATION ONLY
TRUST AGREEMENT

THIS TRUST AGREEMENT, made as of _____, _____, by and between the Grantor, _____, of _____ County, Ohio, and the Trustee, THE BIG RICH BANK OF OHIO, NA.

ARTICLE I.
CREATION OF TRUST; DESIGNATION OF TRUSTEE.

- A. As of the above date, Grantor has designated THE BIG RICH BANK OF OHIO, NA as Trustee of all property which the Trustee may receive, to hold the same (the "Trust Estate") in trust, on the terms and conditions of this Trust Agreement. Grantor may hereafter transfer property to the Trustee during Grantor's lifetime, and may hereafter execute contract beneficiary designations in favor of this trust and may execute a Last Will and Testament wherein the Trustee may be designated as the beneficiary of all or some portion of Grantor's estate.
- B. All references in this Trust Agreement to the "Code" shall mean the Internal Revenue Code of 1986, as amended, or the corresponding provision of any subsequent federal tax law.

ARTICLE II.
TRUST DURING GRANTOR'S LIFETIME.

Any property transferred to the Trustee during Grantor's lifetime shall be held on the following terms and conditions:

- A. The Trustee shall pay the net income of the Trust Estate to or for the benefit of Grantor, in convenient periodic installments throughout each year, as long as he lives, not less often than annually.
- B. In addition, the Trustee may pay to or for the benefit of Grantor or Grantor's spouse, _____, such amount of the principal of the Trust Estate as, in the Trustee's discretion, shall be deemed necessary to provide liberally for his or her respective health, comfort, maintenance and support or to meet any emergency affecting him or her.
- C. Furthermore, Grantor shall have the complete and unrestricted right to withdraw all or any part of the principal of the Trust Estate, at any time and from time to time, as he may elect by written notice to the Trustee.
- D. Grantor reserves the right at any time, from time to time, by instrument in writing delivered to the Trustee, to amend or revoke this Trust Agreement in whole or in part as such may affect property contributed by Grantor, except that no amendment shall increase the duties or responsibilities of the Trustee, or affect the Trustee's compensation, without the Trustee's written approval. Grantor reserves the right to add property to the

Trust Estate at any time, and reserves the right for any other person to add property to any trust after the death of Grantor, provided always that such additional property shall be acceptable to the Trustee. In determining whether such additional property shall be acceptable to the Trustee, the Trustee may require as a prerequisite to the acceptance of such property, evidence satisfactory to the Trustee sufficient to establish that no hazardous substance, pollutant or contaminant (including, without limitation, petroleum, crude oil and any fraction thereof) has been released, disposed of or discharged on, in, at or from the property.

ARTICLE III.
GRANTOR'S DEATH: DIVISION OF TRUST ESTATE INTO MARITAL AND
FAMILY TRUSTS.

- A. Upon Grantor's death, with respect to all property then held in or thereafter received into the Trust Estate by reason of Grantor's death, including all income accrued and undistributed since the last income payment made under the preceding Article, if Grantor's spouse, _____, (referred to in this Agreement as "Grantor's spouse") survives Grantor:
1. The Trustee shall first distribute to a separate trust to be designated the Family Trust:
 - a. All property in the Trust Estate that shall not be includible in Grantor's gross estate (for federal estate tax purposes) (life insurance proceeds); plus
 - b. All interests in property that shall not qualify or be eligible under any circumstance for the federal estate tax marital deduction, without regard to any subsequent tax election by Grantor's personal representative; plus
 - c. Except as provided in Paragraph (d), property equal to a sum that shall be the largest amount, if any, that at Grantor's death can pass free of federal estate tax as a result of the application of (i) the unified credit (adjusted for any unified credit previously used against gift taxes); and (ii) the state death tax credit (to the extent that the state death tax credit shall not cause an increase in state death taxes payable); excluding all other items of credit.
 - d. The sum described in Paragraph (c) shall be reduced by (i) the value of all property included in Grantor's gross estate (for federal estate tax purposes) that passes to the Family Trust under Paragraph (b); (ii) the value of all property of Grantor that passes outside of this Trust Agreement, but which shall not qualify for the federal estate tax marital deduction or charitable deduction; and (iii) all principal charges, paid prior to allocation and distribution under this Article from property included in Grantor's gross estate, but which are not deducted in computing Grantor's federal estate

tax. Application of this Paragraph (d) shall not cause the Paragraph (c) amount to be reduced below zero.

2. The Trustee shall next distribute, from the remaining assets of the Trust Estate, to a separate trust to be designated the Marital Trust, the entire remaining assets comprising the Trust Estate which qualify for the marital deduction.
 3. If Grantor's spouse, or any other party, attorney-in-fact or representative duly acting on her behalf shall validly renounce or disclaim any part of the Trust Estate allocated to the Marital Trust under the preceding Subsection 2, the Trustee shall distribute all such renounced and disclaimed property to the Family Trust.
 4. Finally, the Trustee shall distribute to the Family Trust any other property which is a part of the Trust Estate but which shall not have been distributed under any of the foregoing provisions of this Section.
- B. The value of all property included in the gross estate which is distributed under the preceding provisions shall be the value finally determined for federal estate tax purposes.
- C. The distributions above required may be made in cash or in kind, or partly in cash and partly in kind, as determined in the Trustee's sole discretion. Assets that do not qualify for the marital deduction shall not be distributed to the Marital Trust.
- D. In making initial specific allocations to the Family Trust, the Trustee shall first distribute any life insurance policy insuring any life other than Grantor's life to the Family Trust. Thereafter, the Trustee shall distribute assets other than assets that are:
1. Income in respect of a decedent, as that term is presently defined in section 691 of the Code; or
 2. A distribution from a qualified employee benefit plan or from an Individual Retirement Account that shall be includible in Grantor's federal gross estate; or
 3. United States government bonds eligible for redemption at par plus accrued interest in payment of federal estate tax.

To the extent that assets other than those described in Subsections (1), (2) or (3) shall be available for funding of the Family Trust, the Trustee shall allocate such Section (D) assets to the Marital Trust, as long as such allocation shall not cause an underfunding of the Family Trust as described in Subsection (A)(1).

- E. The Trustee shall attempt to allocate assets to and within the Marital Trust and to the Family Trust in such a way as to assure that each trust held under this Trust Agreement shall share proportionately in the appreciation or depreciation of the value of the assets of the Trust Estate included in Grantor's gross estate from the date or dates of determination of federal estate tax values to the date or dates of distribution. Except as above provided,

the Trustee may select cash or securities or other property or any undivided interest therein without being bound to make a pro rata distribution of cash and every asset of the Trust Estate. The decision of the Trustee as to the particular securities, cash or other property to be so distributed shall be final, binding and conclusive upon all persons whomsoever.

- F. If grantor's personal representative elects to have the Marital Trust qualify for the federal estate tax marital deduction, it is Grantor's intention that the property distributed to the Marital Trust under this Article shall qualify for and be included in the marital deduction allowed for federal estate tax purposes. In all events, the powers granted to the Trustee with respect to such distributions shall be so construed, so limited and so exercised as not to jeopardize or call into question the right to such marital deduction. No federal estate, or state inheritance or state estate taxes paid or payable by the Trustee shall in fact be deducted from or charged against the Marital Trust, as long as there shall be assets in the Family Trust available for such use.
- G. Notwithstanding any of the foregoing provisions to the contrary, if Grantor's spouse shall die simultaneously with Grantor, or under such circumstances as to render it impossible to determine if either survived the other, or if Grantor's spouse shall in fact die within six months of the date of death of Grantor, then the provisions of Section (A) of this Article shall be void and inoperative, and the Trustee shall instead first distribute to the Marital Trust an amount from the Trust Estate which, when added to all other interests in property that shall have passed to Grantor's spouse by reason of Grantor's death under other provisions of this Trust Agreement or otherwise, shall obtain for Grantor's estate a marital deduction that would result in the lowest aggregate federal estate taxes in Grantor's estate and Grantor's spouse's estate, on the assumption that Grantor's spouse died after Grantor but on the date of Grantor's death, and that Grantor's spouse's estate was valued as of the date on which (and in the manner in which) Grantor's estate shall be valued for federal estate tax purposes. Grantor's purpose is to equalize, insofar as possible, Grantor's estate and Grantor's spouse's estate for federal estate tax purposes, based upon the above assumptions. After the above distributions shall be made to the Marital Trust, the entire balance of the Trust Estate shall be distributed to the Family Trust.
- H. If Grantor's spouse does not survive Grantor, the entire Trust Estate shall be distributed to the Family Trust.

ARTICLE IV.

PAYMENT OF TAXES, BEQUESTS AND OTHER CHARGES.

- A. Upon the death of Grantor, there may not be sufficient cash or other liquid assets in Grantor's probate estate to pay the following items: (i) Grantor's specific cash bequests; (ii) Grantor's debts and administration expenses; or (iii) the estate, inheritance and succession taxes and all supplemental death taxes (together with all other taxes which may be imposed on property which is not a part of either Grantor's probate estate or the

Trust Estate) payable as a result of Grantor's death out of Grantor's estate pursuant to the provisions of Grantor's Will or applicable law.

- B. In any of such events, the Trustee shall: (1) either pay to Grantor's personal representative such amounts as are necessary therefor, or (2) discharge any such obligations directly, as determined in the Trustee's sole discretion. However, the Trustee shall not pay any taxes imposed by reason of Code section 2044 [property for which a marital deduction was allowed in a prior estate for a limited interest], Code section 2603(a)(1) [taxable distributions to skip persons] and Code section 2041 [property subject to general power of appointment], unless specifically directed to do so in Grantor's Last Will and Testament, which taxes shall be paid from the property to which those taxes shall be attributable, or by the transferee of that property. In either case, the payment of any debt, administration expense, cash bequest or tax that shall not be deducted in computing Grantor's federal estate tax shall be made from assets allocated to the Family Trust, as long as that trust is sufficient for payment of these items; and thereafter, if necessary, from the Marital Trust. The payment of any debt, administration expense, cash bequest or tax that shall be deducted in computing Grantor's federal estate tax shall be made from assets allocated to the Marital Trust, as long as that trust is sufficient for payment of these items; and thereafter, if necessary, from the Family Trust.
- C. In making payment of any amount from assets allocated to the Family Trust, the Trustee shall first apply assets therefrom which are otherwise includible in Grantor's gross estate for federal estate tax purposes. Notwithstanding the foregoing, life insurance proceeds shall not be applied to the discharge of any debts or administration expenses; provided, however, that, if there are insufficient liquid assets in either the Marital Trust or in the Family Trust to pay all of such amounts to be paid therefrom, the Trustee may, to the extent of such insufficiency, purchase assets from Grantor's estate with insurance proceeds, as shall be determined in the Trustee's discretion. In no event shall life insurance proceeds or any other assets included in any trust at Grantor's death be used to discharge any noncontractual claims or obligations of Grantor's estate.
- D. All sums paid by the Trustee under the provisions of this Article shall be free from trust, and no beneficiary hereunder, under Grantor's estate or otherwise shall be required to reimburse the Trustee for any such sums paid. In making any such payments, the Trustee may rely and act upon evidence and information which the Trustee believes to be correct, and any action taken by the Trustee in reliance thereon shall be binding and conclusive upon all beneficiaries hereunder. No such tax, bequest or other charge, or any interest thereon, shall be charged by the Trustee against the share of the principal or income of any surviving joint tenant, donee, legatee, devisee, insurance beneficiary, or trust beneficiary, as long as the described portion of the trust shall be sufficient to pay the same.
- E. If Grantor's Last Will and Testament or any Codicil thereto shall contain any specific bequest of securities, and if at Grantor's death all of those securities shall not be owned by Grantor, but such securities shall be included within the Trust Estate, Grantor directs

the Trustee to distribute such amount of those securities to that beneficiary that shall be necessary, when added to any such securities that shall pass under Grantor's Will or Codicil thereto, to accomplish the complete distribution of those securities as described in that clause of Grantor's Will or Codicil.

ARTICLE V.
THE MARITAL AND FAMILY TRUSTS.

Subject to the payment of all amounts which may be required pursuant to the Article titled "Payment of Taxes, Bequests and Other Charges" (or the reservation of sufficient assets to assure such payment), the Marital Trust and the Family Trust shall be held and administered on the following terms and conditions:

A. Marital Trust.

1. The Trustee shall pay the net income of the Marital Trust to or for the benefit of Grantor's spouse, as long as she lives, not less often than quarterly, commencing with the date of Grantor's death.
2. The Trustee may also pay to or for the benefit of Grantor's spouse such amount of the principal of this trust as, in the Trustee's discretion, shall be deemed necessary to provide liberally for her comfort, maintenance, support, health, and general well-being, or to continue the standard of living to which she is accustomed.
3. During the lifetime of Grantor's spouse, the Trustee shall distribute to her during each calendar year, pursuant to her request in writing to the Trustee, so much of the principal of this trust, up to and including an amount which is the greater of \$5,000.00 or five percent of the value of the Marital Trust, such value to be computed once each year, on the earlier of the end of the month immediately preceding the month in which the first such request shall be made, or on the last day of the calendar year. This right shall expire at the end of each calendar year and shall be noncumulative from year to year.
4. Upon the death of Grantor's spouse, the Trustee shall distribute the principal of the Marital Trust then remaining in the Trustee's hands, together with all income accrued since the end of the last payment period, and all accumulated and undistributed income, both calculated to her date of death, to whomsoever she shall have validly appointed, including to her own estate, outright or in trust, by her Last Will and Testament or by any Codicil thereto, in which specific reference to this power is made. The right to appoint hereby granted is a general power of appointment, unrestricted as to the class of appointees, and shall be exercisable by her alone and in all events. The Trustee shall not be bound to inquire into any such appointment, but shall make distributions as directed by Grantor's spouse.
5. To the extent that Grantor's spouse shall not effectively exercise her power of appointment over the principal and accrued and accumulated but undistributed

income of this trust, by appointing the same either to her estate in satisfaction of federal estate tax obligations, or to any other donee, and the value of any of the property subject thereto is included in her estate under the provisions of any inheritance, succession or estate tax law, the Trustee shall, if so requested by the personal representative of the estate of Grantor's spouse, who may exercise those rights granted in Code section 2207, pay to her personal representative out of the part of the Marital Trust remaining unappointed any increase in any such inheritance, succession or estate tax, together with any interest thereon, caused by the inclusion in her taxable estate of the value of the property subject to her power of appointment.

B. Family Trust After Grantor's Death.

1. Trust for Spouse and Issue. The Trustee may pay any part or all of the net income of the Family Trust to or for the benefit of any one or more of a group composed of Grantor's spouse, Grantor's children and the issue of Grantor's children, in such proportions and amounts and at such times as shall be determined, in the Trustee's discretion. Any undistributed income shall be accumulated and added to principal. The Trustee may also pay so much of the principal of the Family Trust to or for the benefit of any one or more of a group composed of Grantor's spouse, Grantor's children and the issue of Grantor's children, in such proportions and amounts and at such times as shall be deemed necessary, in the Trustee's discretion, to provide for their respective health, support and maintenance (and additionally, in the case of children and the issue of children, to continue education, including college, graduate and professional school). In making any distribution decision, the Trustee shall take into consideration the other resources available to any such beneficiary, but the extent to which such other resources must first be used shall be determined by the Trustee in the Trustee's discretion. Notwithstanding the foregoing, except for compelling reasons satisfactory to the Trustee, no principal payment shall be made from the Family Trust to or for the benefit of Grantor's spouse until the entire principal of the Marital Trust shall have been completely distributed.

2. Distribution Standards. In connection with any distribution which the Trustee may make to or for the benefit of Grantor's spouse, children and the issue of children pursuant to the preceding Subsection, it is Grantor's primary intention that his spouse be adequately and comfortably maintained for her lifetime. Grantor also desires that his children receive education, to the best of their talents and abilities (including graduate and professional school, if appropriate and consistent with sound career objectives). Once the education of Grantor's children has been provided for, Grantor intends that the assets of the Family Trust be applied substantially for the benefit of Grantor's spouse, subject only to the occurrence of personal or medical emergencies affecting Grantor's children or the issue of any child, or a situation where the adequacy of the income of Grantor's spouse from other sources justifies distributions for the benefit of said children

and issue. Whenever a distribution is to be made for the medical care or educational tuition needs of any issue of a child of Grantor, the Trustee should consider making payment directly to the provider of such goods and services whenever possible rather than directly to that issue. In any event, distributions for the benefit of Grantor's children and the issue of any child are to be made according to their respective needs and not on any pro rata basis. In making any such distribution for any child of Grantor or the issue of any child, the Trustee shall first consult with Grantor's spouse, if living; but if not, with the guardian or custodian of any beneficiary then under legal disability, and shall give ample consideration to their respective judgments and requests.

C. Family Trust After Deaths of Grantor and Spouse.

1. Division of Trusts. Upon the deaths of both Grantor and Grantor's spouse, or when there shall be no living child of Grantor under age 22, whichever of these events shall last occur, the Trustee shall divide the Family Trust, including all income accrued since the last payment period, and all accumulated and undistributed income, into equal shares: one share for each then living child of Grantor, and one share for the collective then living issue of any deceased child of Grantor. Any share set aside for the collective issue of a deceased child of Grantor shall be distributed to such issue, per stirpes, subject only to the provisions of the Article titled "Deferral of Distributions; Beneficiaries Under Disability."
2. Trusts for Children. Any share set aside for any living child of Grantor shall be held as a separate trust on the following terms and conditions:
 - a. Until the death of each child of Grantor, or until the termination of this trust as hereafter provided, the Trustee may pay any part or all of the net income of this trust to or for the benefit of each such child and such child's issue, at such times and in such proportions and amounts as shall be determined in the Trustee's discretion. Any undistributed income shall be accumulated and added to principal. The Trustee may also pay so much of the principal of this trust to or for the benefit of such child and such child's issue, at such times and in such proportions and amounts, as shall be deemed necessary, in the Trustee's discretion, to provide for their respective health, support, maintenance and continued education (including college, graduate and professional school), to enable such child and issue of such child to purchase a residence, to provide travel and other cultural opportunities, to meet any personal or medical emergency that may occur, to enter a business or profession, or for any other purpose which, in the Trustee's discretion, is a proper use of principal. Whenever a distribution is to be made for the medical care or educational tuition needs of any issue of a child of Grantor, the Trustee should consider making payment directly to the provider of such goods and services whenever

possible rather than directly to that issue. In making any such distribution for the issue of any child, the Trustee shall first consult with the respective child, if living; but if not, with the guardian or custodian of any beneficiary then under legal disability, and shall give ample consideration to their respective judgments and requests. In making any distribution, the Trustee shall take into consideration the other resources available to any such beneficiary, but the extent to which such other resources must first be used shall be determined by the Trustee in the Trustee's discretion.

- b. At the times specified below, Grantor's child shall have the right, by request in writing delivered to the Trustee, to withdraw in one or more sums an amount (valued as of the month-end immediately preceding each withdrawal) which in the aggregate shall not exceed the following percentages of the principal of such child's separate trust:
 - i. upon the establishment of such child's separate trust or at age 25, whichever of these events shall later occur, and for the next five years: 33 percent
 - ii. upon the fifth (5th) anniversary of the inception of withdrawal rights under Subparagraph (i) and for the next five years: 67 percent; and
 - iii. upon the tenth (10th) anniversary of the inception of withdrawal rights under Subparagraph (i) and thereafter: 100 percent.

These percentages shall be applied against the sum of (i) the principal value of the child's trust as of the month-end immediately preceding the date on which each such request is received, plus (ii) any amount(s) previously withdrawn by such child valued at the time(s) of such previous withdrawal(s). Such withdrawal(s) may be made in cash, securities or other property.

- c. Notwithstanding the foregoing, Grantor's spouse shall have the continuing right after Grantor's death, by instrument in writing filed with the Trustee, to alter the terms of the preceding Paragraph governing the principal withdrawal rights of any child of Grantor as of the time of filing of the written instrument with the Trustee, in any one or more of the following respects: (i) changing the time or times at which any such withdrawal right may be exercised; (ii) increasing or decreasing the number of installments in which principal may be withdrawn; and (iii) eliminating any such withdrawal right in whole or in part.
- d. Upon the death of any child, any portion of that child's separate trust then remaining in any trust in the Family Trust (regardless of whether or not then subject to such child's right of withdrawal) shall be distributed to whomsoever among the deceased child's spouse and issue as the deceased

child shall have validly appointed, outright or in trust, by Last Will and Testament or by any Codicil thereto, in which specific reference to this power is made. The Trustee shall not be bound to inquire into any such appointment, but shall make distributions as directed by that child. Any portion not effectively appointed shall be distributed to the deceased child's then living issue, per stirpes; but if none, to Grantor's then living issue, per stirpes.

- e. To the extent that any child shall not effectively exercise the power of appointment conferred under the preceding Paragraph over all of the principal and accrued and accumulated but undistributed income of that child's separate trust therein described, and the value of any of the property subject thereto is included in that child's gross estate under the provisions of any inheritance, succession or estate tax law, the Trustee shall, if so requested by the personal representative of the estate of that child, pay to that child's personal representative out of the part of the Family Trust remaining unappointed any increase in any such inheritance, succession or estate tax, together with any interest thereon, caused by the inclusion in that child's gross estate of the value of the property subject to that child's power of appointment, and not otherwise made payable to that child's estate pursuant to any partial exercise of this power.
- f. If any unappointed portion of a deceased child's separate trust passes under the provisions of any preceding Paragraph to any of Grantor's issue for whom the Trustee is then required to hold a fund under any other provisions of this Trust Agreement, such share shall be added to such fund, and thereafter shall be managed, controlled and ultimately disbursed in accordance with the provisions that control said fund.

D. Special Payments To Guardian. Following the death of both Grantor and Grantor's spouse, while any child of theirs remains a minor, it is Grantor's desire that, to the extent of the availability of Family Trust assets, the Guardian or Guardians of Grantor's children be spared of additional expense by reason of having assumed responsibility to provide a home for Grantor's children.

- 1. To that end, the Trustee is authorized to make a one-time distribution directly to the Guardian, free of trust and free from further accountability by the Guardian, of such principal amount of the Family Trust as may be deemed necessary and appropriate in the Trustee's discretion, to assist the Guardian in the purchase of a new residence, or the remodeling or enlarging of the Guardian's existing residence, if either of such actions shall become necessary. The amount so distributed shall be the sole property of the Guardian in the Guardian's individual capacity.

2. In addition, the Trustee is authorized to make distributions of income and/or principal directly to the Guardian, also in the Guardian's individual capacity and free from further accountability, as may be deemed necessary, in the Trustee's discretion, to cover the additional increment of the current expenses of the Guardian attributable to the Guardian's providing a home for Grantor's children, such as the added cost of property insurance, real estate taxes, maintenance and similar expenses. The foregoing payments shall be in addition to those which the Trustee may make for the direct benefit of Grantor's children while in the care and custody of the Guardian and shall be the sole property of the Guardian in the Guardian's individual capacity.
- E. **Ultimate Disposition.** Any part of the Family Trust, including all income accrued and undistributed since the last payment period, which shall fail to pass under any of the above provisions of this Trust Agreement shall be distributed to those persons who would take Grantor's personal property under the Ohio Statutes of Descent and Distribution then in force and effect, as though Grantor had then died, unmarried, intestate, a resident of the State of Ohio and owner of the Family Trust.

ARTICLE VI.

DEFERRAL OF DISTRIBUTIONS; BENEFICIARIES UNDER DISABILITY.

- A. With respect to any amounts which under any of the foregoing provisions of the Family Trust would vest in any beneficiary under this Trust Agreement who at the time is under the age of 25 years, or whom the Trustee shall determine to be incompetent or incapacitated, the Trustee may defer payment thereof until any such beneficiary attains age 25 or thereafter until such incompetence or incapacity is removed. Meanwhile, the Trustee shall apply to such beneficiary's use so much of the income and principal thereof as may be deemed necessary in the Trustee's sole discretion, for such beneficiary's health, support, maintenance and education (including college, graduate and professional school), giving consideration to such beneficiary's income and other property available in determining such needs.
- B. Upon the death of any beneficiary for whom the Trustee is holding a fund under the provisions of this Article, (excluding a beneficiary for whom distribution shall be provided in the preceding Article) the Trustee shall distribute that fund as that deceased beneficiary shall have validly appointed, outright or in trust, by specific reference to this power in that person's Last Will and Testament or Codicil. Any portion not validly appointed shall be distributed to the deceased beneficiary's estate.
- C. During the minority of any beneficiary, or when any beneficiary is, in the sole judgment of the Trustee, incompetent or incapacitated, payment of income or principal may be made by the Trustee to the parent, guardian or other person having the care and custody of such minor, incompetent or incapacitated beneficiary, or to any custodian designated by the Trustee pursuant to the provisions of any applicable Gifts or Transfers to Minors Act, as supplemented or amended, may be expended by the Trustee for the benefit of

such beneficiary, or may be paid directly to such beneficiary; all as shall be determined in the Trustee's discretion. The receipt of any such beneficiary, even though a minor, or of any person to whom amounts are paid for the benefit of any such beneficiary, shall be a full discharge to the Trustee for the amounts so disbursed.

- D. For all purposes under this Trust Agreement, a person shall be considered incompetent if so declared by a court having personal jurisdiction over that person. Also, a person shall be deemed to be incapacitated, if so declared by any two physicians admitted to the practice of medicine in the place where that person is domiciled, and who shall certify in writing their opinion after having personally observed that person.

ARTICLE VII.
COMPLIANCE WITH RULE AGAINST PERPETUITIES.

Notwithstanding anything to the contrary herein contained, if any trust, subtrust or other fund of the Family Trust shall not have vested according to law within a period of 21 years after the death of the last survivor of Grantor, Grantor's spouse and Grantor's issue living at the time Grantor's reserved power to revoke or terminate this Trust Agreement expires, either by reason of Grantor's death or by release of the power or otherwise, then, on the day before the end of such period, such trust, subtrust or fund shall nevertheless vest in and be distributed to the sole beneficiary thereof. If there is more than one person then included in any group entitled to receive income in the discretion of the Trustee, that trust, subtrust or fund shall be distributed as follows: one share to each living beneficiary of that trust who shall be on the highest generation level with reference to Grantor; and one share for each deceased person on that generation level having issue then living, which share shall be further divided into separate subshares for that issue, on a per stirpes basis, being thereafter distributed to such issue.

ARTICLE VIII.
"CHILD," "CHILDREN" AND "ISSUE."

Wherever the terms "child," "children" and "issue" are used herein, they shall include persons adopted, as well as those of the blood, of the parent or ancestor mentioned, but only if such an adopted person was less than 18 years of age at the date of adoption. Any adopted person who was age 18 or older at the date of adoption shall not be included within these terms for any purposes hereunder, unless that person is referred to specifically by name.

ARTICLE IX.
RENUNCIATION OF INTERESTS; ACCELERATION.

Except as otherwise specifically provided in this Trust Agreement, and notwithstanding the provisions of any statute or rule of court to the contrary, any beneficiary of any interest(s) in any trust created by this Trust Agreement may, by writing filed with the Trustee, renounce, surrender, release or disclaim such interest(s) in whole or in part. Except as otherwise provided in this Trust Agreement, and notwithstanding the provisions of any statute or rule of court to the contrary, the renunciation, surrender, release or disclaimer by any beneficiary of any such interest(s) shall accelerate all other interests therein (including other interests which may be held

by that beneficiary) in the same manner as would have that beneficiary's death at the same time, but only as to such renounced, surrendered, released or disclaimed interest(s).

ARTICLE X.
POWERS OF THE TRUSTEE.

- A. The Trustee shall have full power and authority to administer the trusts herein established, and, without limiting the generality of the foregoing, expressly the following powers:
1. to collect all income and to deduct, before distribution to the beneficiaries, such fees and expenses as may accrue or be payable;
 2. a) to invest or reinvest in any property (i) including any common trust fund or the securities of any investment company or affiliated investment company, whether or not the Trustee or any affiliate of the Trustee is being compensated for investment advisory, brokerage, transfer agency, registrar, management, or other services provided to the affiliated investment company, or (ii) as permitted by applicable statutes, law, court order or by written direction of the Grantor; (b) to hold cash uninvested for such periods as may be deemed advisable, all without being restricted to any forms of investment prescribed by statute or rule of court; and (c) to retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, received from Grantor, Grantor's estate, or under Grantor's Will, or from any other source (including any shares of stock issued by any corporate Trustee, its parent or any affiliate company, or an affiliated investment company as referred to above) although it may represent a disproportionate part of the trust; provided, however, that any investment or reinvestment in the stock of any corporate Trustee, its parent or any affiliate company (other than an affiliated investment company as referred to above), shall be made only upon the written direction of Grantor during Grantor's lifetime as long as he shall not be under a legal disability, incompetent or incapacitated, or as otherwise permitted by law;
 3. to disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under federal, state or local environmental law; and to use and expend the trust income and principal for the purpose of: conducting environmental assessments, audits and site monitoring to determine compliance with any environmental law or regulation thereunder; taking all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own account or in response to an actual or threatened violation of any environmental law or regulation there-under; instituting legal proceedings concerning environmental hazards or contesting or settling legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; complying with any local,

state, or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and employing agents, consultants and legal counsel to assist or perform the above undertakings or actions with any expenses incurred by the Trustee under this paragraph charged against income or principal as the Trustee, in its discretion, shall determine;

4. to sell, contract to sell, offer an option to purchase or sell, exchange, lease, pledge, mortgage, or otherwise dispose of, for any purpose and at any time prior to making final distribution, any or all assets of the trust, for such prices and upon such terms and conditions and in such manner as may be deemed advisable;
5. to borrow such sums of money as may be required for any purpose (including from the commercial department of any corporate Trustee) and to give security in respect thereof;
6. to purchase securities or other property, real or personal, from Grantor's estate and to retain them as a part of the trust, regardless of the fact that any particular asset may represent a disproportionate part of the trust;
7. to manage, protect, exchange, partition, subdivide, grant and convey, with or without covenants of warranty, lease for a term of years or perpetually with or without privilege of purchase, irrespective of the term of this trust, and to do and perform any and all other proper acts as the owner of any interest in real estate, and any improvements thereon;
8. to employ, as an expense of the trust, such brokers, agents, appraisers, accountants, investment advisors or counselors and custodians as may be deemed necessary in administering the trust, including a licensed real estate broker in the Real Estate Department of any corporate Trustee. If a sale of real property held in trust is made by the Real Estate Department of any corporate Trustee, either alone or in cooperation with another broker or brokers, Trustee may be paid extra compensation for its services, with the reasonableness of such compensation or commission to be determined by reference to the schedule of fees and commissions generally charged for such services by licensed real estate brokers in the area wherein any such real property is located;
9. to consult with legal counsel as an expense of the trust, and the Trustee shall not be liable in respect of any action taken in good faith in accordance with the opinion of legal counsel;
10. to receive, hold or transfer any property in the name of a nominee or nominees without disclosing the fiduciary relationship, and without thereby increasing or decreasing the Trustee's liability;

11. to hold the assets of each separate trust within the Family Trust as a single fund, in which event each separate trust shall have an undivided interest in the single fund;
12. to vote all securities held hereunder and to execute proxies for the voting thereof; provided, however, that the stock of any corporate Trustee, its parent or any affiliate company, which may be held hereunder shall be voted by the Trustee, or proxies given to others, only if and as directed in writing by Grantor during Grantor's lifetime as long as he shall not be under a legal disability, incompetent or incapacitated; and after Grantor's death, or during any period in which he shall be under a legal disability, incompetent or incapacitated, upon the written direction of Grantor's spouse, as long as she shall not be under a legal disability, incompetent or incapacitated; and after her death or during any period in which she shall be under a legal disability, incompetent or incapacitated, upon the written direction of each of the beneficiaries who shall not then be under a legal disability, incompetent or incapacitated (and the guardian or custodian of any beneficiary then under a legal disability, incompetent or incapacitated) as to such stock as may be held in his or her separate trust; or as otherwise permitted by law;
13. to execute and deliver deeds, leases, bills of sale, contracts, powers of attorney, assignments and any and all other instruments which may be necessary or proper to carry out the powers herein granted;
14. to make principal and income distributions in cash or in kind;
15. to compound, compromise or adjust any and all claims and demands whatsoever;
16. to elect to treat any portion of estimated income taxes paid by the Trustee for any trust hereunder as having been paid by any beneficiary of that trust, as allowable under the applicable taxing laws; and to make any such election in favor of any one or more of the beneficiaries of that trust as shall be determined in the Trustee's sole discretion;
17. to continue in full force any annuities or policies of life insurance which may at any time form a part of the Family Trust, on the life of any person, or to purchase annuities or insurance on the life of any beneficiary or other person in whom any such beneficiary shall have an insurable interest, naming as the beneficiary of any such policy either the trust which owns that policy or the trust beneficiary on whom or with respect to whom that policy was purchased; to borrow from the value accrued, to elect to convert to paid-up insurance, or to surrender any such policy for the then full value; and the Trustee may pay premiums, assessments and other proper charges on any such policy, either from the income, or to the extent necessary, from the principal of the respective Family Trust; and the Trustee may exercise all rights granted under any such policy owned by that trust as the Trustee shall determine in the Trustee's discretion;

18. to exercise any stock options, if options should be distributed to the Trustee upon distribution of Grantor's estate, and if deemed advisable, in the Trustee's discretion; and in connection therewith, to borrow money from any source, including from the commercial department of any corporate Trustee, for the purpose of exercising any such option; and if the personal representative of Grantor's estate shall desire to exercise any such option, to advance money to Grantor's personal representative for such purpose, and if necessary, to borrow money from any source in order to be able to make such advancement. In all events, however, any advancement to Grantor's estate shall be made from that trust which shall then hold such option(s), and always from funds included in Grantor's federal gross estate;
 19. to retain any business interest, as shareholder, other security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust; to participate in the management and conduct of any such business to the same extent as could an individual owner of that business; to vote the interest of any business and to make determinations on questions of policy; to execute partnership or other organizational agreements, including restrictive stock agreements, voting trust agreements and close corporation agreements, and all amendments thereto; to make or ratify any tax oriented or other elections, consents or options including, without limitation, any action to elect, reject or rescind S corporation status under the Code; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; to invest additional capital in any such business including by subscription to or purchase of additional stock or securities, or by making secured, unsecured or subordinated loans to that business with trust funds; to elect or to employ as directors, officers, employees or agents of any business such persons (including the Trustee, or a director, officer or agent of any corporate Trustee) as are necessary and to pay them such compensation as is appropriate; to rely upon the reports of certified public accountants as to the operations and financial condition of any such business, without independent investigation; and to sell or liquidate any interest in any business.
- B. In the exercise of the Trustee's powers and duties under this Trust Agreement, the Trustee shall use the same judgment and care that a prudent individual would use if he were the owner of the trust assets.
- C. The Trustee shall determine, in cases of doubt, whether money or property received shall be treated as principal or income, and shall determine the manner in which gains, losses and expenses shall be charged, being required to act in accordance with sound accounting practices. However, in allocating any credit or charge to principal or income the Trustee shall have the power, exercisable as a fiduciary in good faith and in accordance with sound accounting practices: to determine whether assets received shall be treated as principal or income, provided that distributions of capital gains by regulated investment companies, capital gains on the sale of assets and stock dividends in stock of the

declaring corporation shall be allocated to principal; to charge or apportion expenses or losses to principal or income; and to amortize or not to amortize both premiums and discounts on investments. The Trustee's determination in each instance shall be final and binding upon all beneficiaries of the trust. Grantor relieves the Trustee of the duty of compliance with the provisions of Chapter 1340 of the Ohio Revised Code, as such provisions may from time to time be amended, but Grantor authorizes the Trustee to treat such provisions of the Ohio Revised Code as advisory in exercising the authority granted herein.

- D. The Trustee shall keep an appropriate record of the administration of the trusts, and shall render statements of such administration not less often than annually to the adult beneficiaries and to the parents, guardians or other persons having the care and custody of minor or incompetent beneficiaries who are from time to time entitled to receive income hereunder.
- E. Notwithstanding anything herein contained to the contrary: (1) any power, duty or discretionary authority granted to the Trustee shall be exercised in such manner as not to diminish the full beneficial enjoyment by Grantor's spouse of the property and interests therein provided for her under the Marital Trust (nor limit in any way her right to appoint the same); and (2) Grantor's spouse shall have the right to direct the Trustee to sell, exchange or otherwise dispose of any asset held in the Marital Trust in order to accomplish a conversion of unproductive or underproductive property to property that is currently productive for the sole benefit of Grantor's spouse, with all decisions as to replacement property being made by the Trustee pursuant to the powers, authorities and directions otherwise conferred upon the Trustee in this Trust Agreement; and (3) any such power, duty or discretionary authority shall be void to the extent that either the right to exercise it, or the exercise thereof, shall affect, jeopardize or cause the loss of all or any part of the tax benefit afforded by the marital deduction under federal or state tax laws.

ARTICLE XI.
RESIGNATION OR REMOVAL OF THE TRUSTEE.

- A. Any Trustee serving hereunder may be removed at any time by written notice delivered personally or by certified mail, return receipt requested, to the Trustee from Grantor, if living, and free from legal disability, incompetence and incapacity; but if not, from Grantor's spouse, if living, and free from legal disability, incompetence and incapacity; but if not, from a majority of the permissible income beneficiaries who shall not then be under a legal disability, incompetence or incapacity (and from the custodian or guardian of any income beneficiary so affected).
- B. Any Trustee serving hereunder may resign by delivering written notice of intention to resign personally or by certified mail, return receipt requested, to Grantor, if living, and free from legal disability, incompetence and incapacity; but if not, to Grantor's spouse (if living and free from legal disability, incompetence and incapacity) and to each other

living permissible income beneficiary (who, if then under a legal disability, incompetence or incapacity, shall be represented by the custodian or guardian of that income beneficiary).

- C. Upon the resignation or removal of any Trustee, the person having the right to receive notice of the resignation of the Trustee, or if more than one, a majority of such persons (as further clarified in Section (E) below), may appoint any bank or trust company, wherever situate, as Trustee hereunder. Should no successor Trustee be so designated prior to the effective date of the Trustee's termination, the terminating Trustee shall designate a successor Trustee having the qualifications herein provided.
- D. Upon the payment and delivery to any successor Trustee of all the property and assets of the Trust Estate, and after full settlement of accounts, the responsibilities and liabilities of the terminating Trustee shall cease. No successor Trustee shall be required to investigate the acts of any predecessor Trustee, nor be responsible for any of the acts or omissions of any predecessor Trustee.
- E. If at any time after Grantor's death, Grantor's spouse shall be the custodian or guardian of any child of hers who shall then also be a permissible income beneficiary and under a legal disability, incompetence or incapacity, Grantor's spouse shall not be entitled to represent such child in the appointment of a successor Trustee. The vote with respect to that child for appointment of a successor Trustee shall be cast by _____, if then living and free from legal disability, incompetence or incapacity; but if not, by that individual, other than a person who shall, as to Grantor's spouse, be a "related or subordinate party," as defined by section 672(c) of the Code, selected by _____, by written instrument filed with Grantor's spouse, if living and free from legal disability, incompetence or incapacity; but if not, with any other person then entitled to participate in the appointment of a successor Trustee; but if none, with the terminating Trustee.

ARTICLE XII.
COMPENSATION OF THE TRUSTEE.

- A. The Trustee may, from all assets that come into the Trustee's possession as such Trustee, be reimbursed for such costs, charges, taxes, damages and expenses as the Trustee may have paid or incurred by reason of the Trustee's performance of the Trustee's duties hereunder.
- B. Except as otherwise agreed between the Trustee and Grantor (or the respective beneficiaries after the death of Grantor), the Trustee may receive compensation not exceeding the amount that is provided for in the Trustee's current schedule of fees effective for the period of time for which such compensation is billed. Such compensation, except that payable upon distribution of principal, shall be charged against income, unless the Trustee shall determine that such charging of compensation against income only shall be inequitable, in which case this compensation shall instead be charged equitably against income and principal, as shall be determined in the Trustee's discretion, so that both the income beneficiaries and remaindermen shall, between them,

fairly bear the Trustee's fees. Compensation payable upon distribution of principal shall be charged against principal.

- C. Upon the resignation or removal of any corporate Trustee, the Trustee's compensation shall not exceed that fee which would have been charged if the trust were a revocable trust and if the trust had been revoked and the property transferred to the person(s) entitled thereto. This compensation shall be computed according to the Trustee's last fee schedule furnished at least 30 days prior to such resignation or removal, to the same person(s) having the right to receive notice of the resignation of the Trustee pursuant to the Article titled "Resignation or Removal of the Trustee." Any Trustee may charge additional compensation for extra service or extraordinary demands beyond the usual and customary Trustee responsibility for such termination.

ARTICLE XIII.
GOVERNING LAW.

The validity, construction and interpretation of this Trust Agreement, and the initial passage of property to the Trustee hereunder, shall be governed by the laws of the State of Ohio, now or hereafter enacted, notwithstanding the domicile or residence of any beneficiary hereunder or the situs of any part of the Trust Estate. Other questions not included within the scope of the preceding sentence pertaining to the administration of the trust shall be governed by the laws of the state wherein is located the domicile of the individual Trustee or the principal office of the corporate Trustee.

ARTICLE XIV.
GENERAL PROVISIONS.

- A. Use of Certain Government Bonds Held in Family Trust. Notwithstanding the provisions of the Article titled "Payment of Taxes, Bequests and Other Charges," if the Family Trust shall contain any United States government bonds eligible for redemption at par plus accrued interest in payment of federal estate tax, the Trustee shall deliver such bonds in accordance with the directions of the personal representative of Grantor's estate, either to such personal representative or directly in payment of the federal estate tax liability of Grantor's estate. If the Trustee shall be under a duty to prepare and file the federal estate tax return pertaining to the property held in the Family Trust, either because of the failure of Grantor's personal representative to carry out this task, or because no such personal representative shall be appointed at that time, Grantor directs the Trustee in all events to apply such bonds in payment of said estate tax liability. It is Grantor's intention that, only after all of such bonds which may be required by Grantor's personal representative, or which may be required by virtue of the preceding sentence, shall have been used for payment of such liability, other assets of the Family Trust may be used for that purpose, subject to the provisions of Section (C) of the Article titled "Payment of Taxes, Bequests and Other Charges."
- B. Use of Certain Government Bonds Held in Marital Trust. At the death of Grantor's spouse, if the Marital Trust shall hold any United States government bonds eligible for

redemption at par plus accrued interest in payment of federal estate tax, and if the Trustee shall pay any part of the federal estate tax liability of the estate of Grantor's spouse, in making any such payment of federal estate tax, either directly or to the personal representative of the estate of Grantor's spouse, the Trustee shall first make such payment by delivery of such bonds either to such personal representative, or directly in payment of the federal estate tax liability of the estate of Grantor's spouse. If the Trustee shall be under a duty to prepare and file the federal estate tax return pertaining to the property held in the Marital Trust, either because of the failure of the personal representative of the estate of Grantor's spouse to carry out this task, or because no such personal representative shall be appointed at that time, the Trustee is directed in all events to first apply such bonds in payment of said estate tax liability. It is Grantor's intention that, only after all of such bonds which may be required to be applied by virtue of the preceding provisions shall have been used for payment of such liability, other assets of the Marital Trust be used for that purpose, subject to the provisions of Section (C) of the Article titled "Payment of Taxes, Bequests and Other Charges."

- C. Distribution Decisions. In making any distribution under any of the provisions of this Trust Agreement, the Trustee may act on the information and evidence available, and any distribution made by the Trustee in good faith and on evidence obtained from members of Grantor's family or collateral relatives shall be a full discharge and acquittance to the Trustee in the Trustee's performance under this Trust Agreement. Any person feeling aggrieved by such distribution shall pursue any remedy against the distributees and not against the Trustee.
- D. Early Termination of Trusts. Notwithstanding any statute or rule of court to the contrary, should the Trustee determine that any one or more of the trusts, subtrusts or funds existing under the Family Trust provisions of this Trust Agreement is so small as to be deemed economically infeasible for management under this Trust Agreement, the Trustee may, in the Trustee's discretion, terminate any such trust, subtrust or fund and distribute all accrued and undistributed income and principal, free of trust, to or for the benefit of the then income beneficiary. If a group of beneficiaries is then discretionarily entitled to participate in income distributions, the trust shall be distributed to those persons as follows: one share to each living beneficiary of that trust who shall be on the highest generation level with reference to Grantor; and one share for each deceased person on that generation level having issue then living, which share shall be further divided into separate subshares for that issue, thereafter being distributed to such issue, per stirpes. Any such distribution made by the Trustee shall be final, binding and conclusive upon all persons and shall be a full discharge and acquittance to the Trustee in the Trustee's performance under this Trust Agreement.
- E. Restriction Against Alienation of Interest in Family Trust. Prior to the termination of any trust held in the Family Trust, the Trustee shall not be bound by any assignment of any beneficiary's interest in any portion of the Family Trust, nor shall the interest of any beneficiary in any separate trust therein be subject to transfer, encumbrance, commutation, anticipation or legal process. In the event any such act is threatened or

attempted, the Trustee shall withhold all payments of income and principal to such a beneficiary; and thereafter, the Trustee may pay such amounts of the net income (and principal if allowed) to or for the benefit of such beneficiary, for the health, support and maintenance of such beneficiary, only as shall be determined in the Trustee's discretion. Provided, however, that no provision of this Section shall in any way affect or prevent any beneficiary from transferring any interest in the Family Trust to another trust which has been established irrevocably for the primary benefit of the transferor, as long as possession by the transferor of the transferred assets through that other trust may not be obtained, other than through distributions based upon ascertainable standards similar to those standards hereinabove established for that beneficiary, prior to the time when distribution would have been made to the transferor from the Family Trust.

- F. Appointment of Special Co-Trustee. If at any time the Trustee (herein called original Trustee) shall be unable effectively to act as Trustee with respect to any real estate located outside of any state in which the Trustee shall be authorized to conduct a trust business, then such person or corporation who shall be authorized to conduct a trust business in that state, as may from time to time be appointed by the original Trustee in writing, shall act as a Co-Trustee hereunder, but solely with respect to such real property, without the need for any order of any court. The designated Co-Trustee shall have all the powers and discretions with respect to such property as are herein given to the original Trustee, and shall be paid reasonable compensation for all services rendered, as agreed upon by the original Trustee (or any successor thereto). The original Trustee (or its successor) may remove such person or corporation appointed as a Co-Trustee with respect to said out-of-state real estate and appoint another Co-Trustee upon ten (10) days written notice to both. Should all such out-of-state property be sold, exchanged or otherwise disposed of, the proceeds thereof shall be remitted to the original Trustee. The original Trustee may, in the alternative, employ the Co-Trustee as agent in the administration of such property. No bond or other surety shall be required of any appointed Co-Trustee or agent acting under the provisions of this Section. No periodic court accounting shall be required of such appointed Co-Trustee, it being Grantor's intention to exclude any statutory accounting which may ordinarily be required. However, such appointed Co-Trustee shall send semi-annual statements to the then current income beneficiaries and to the original Trustee. Notwithstanding the provisions of the Article titled "Governing Law" to the contrary, questions pertaining to the administration under this Article of any real estate located outside of the State of Ohio shall be governed by the laws of the state wherein such real estate is located.

ARTICLE XV.

PROVISIONS PERTAINING TO LIFE INSURANCE.

- A. With respect to any policy of life insurance that is made payable to the Trustee, Grantor reserves for Grantor, and for the owner of any other life insurance not owned by Grantor, the right to exercise all rights, options and privileges conferred by the terms thereof without the necessity of obtaining the consent of the Trustee or of any other person. The

Trustee shall have no obligation with respect to such insurance during Grantor's lifetime, except the safekeeping of those policies placed in the Trustee's custody.

- B. After receiving notice of the death of Grantor, or of any other person insured under any such policy, the Trustee shall prepare and submit notices and proofs of death, and shall take such other action as in the Trustee's discretion may be necessary to collect the amounts due from time to time upon all policies of life insurance in which the Trustee is named as beneficiary and which are delivered to or held by the Trustee after the insured's death; provided, however, that the Trustee shall not be required to institute any proceeding to collect the proceeds of any such policy of life insurance unless the Trustee holds funds hereunder sufficient for that purpose, or unless the Trustee has been indemnified to the Trustee's satisfaction for all expenses and liabilities to which the Trustee may anticipate being subjected by such action.
- C. The insurance companies which shall pay the proceeds of any policy or policies of insurance to the Trustee hereunder are hereby fully released and relieved from any and all responsibility to see to the application of any funds. The receipt of the Trustee for any sums so paid by any insurance company shall fully release such insurance company from all further responsibility or accountability to any person or persons for the sum so stated to have been received.

ARTICLE XVI.
EMPLOYEE BENEFIT PLANS.

- A. If the Trustee shall receive any property from a qualified pension, profit sharing, stock bonus or Keogh plan or trust, or from an Individual Retirement Account, or similar plan or trust (or under an annuity or other contract purchased by any such plan or trust), with respect to which the Trustee shall have an option to select the method of payment, the Trustee shall select that method of payment that will bring about payment of the least aggregate tax (including but not limited to estate, gift and income taxes, whether federal, state or local) by Grantor's estate, the estate of Grantor's spouse, this trust and any beneficiaries hereof. In making such determination of least aggregate tax, the Trustee may act at that time on information, evidence and legal interpretations available to the Trustee, including but not limited to value of the use of money, current interest factors, life expectancies based on current tables, tax laws in effect at such time and projected income of beneficiaries. Any determination made by the Trustee in good faith, based upon the above factors and upon such information and evidence which the Trustee may have or may obtain from beneficiaries or other persons interested in this Trust Agreement, shall be final and binding on all beneficiaries hereunder and all persons claiming under or through them. The foregoing shall be done without court order or other legal formality, and the Trustee shall not be liable to any person by reason of carrying out this provision.
- B. If such benefits are paid in installments or by way of annuity, it is Grantor's intention that such installment or annuity payments be treated as principal for trust accounting

purposes, despite possible income tax treatment to the contrary. Accordingly, each such payment shall be added to the principal of the trust or trusts to which distributed. These payments shall then be subject to the applicable discretionary or mandatory powers granted to the Trustee to distribute principal. In the exercise of those powers, the Trustee shall consider, along with other relevant considerations, the potential advantageous effects of distributions which would achieve income splitting in order to minimize the tax shrinkage related to such payments.

ARTICLE XVII.
S CORPORATION SECURITIES.

If any part of the Family Trust shall at any time hold any securities issued by a corporation the shareholders of which shall have elected S corporation status under the Code (herein referred to as "S corporation"), or if all of the beneficiaries of the Family Trust shall advise the Trustee of their request to elect S corporation status under the Code, and if no other provisions for administering such securities shall be contained in any other provisions of this Trust Agreement:

- A. If the Trustee shall determine, in the exercise of the Trustee's independent judgment, that such S corporation status shall be in the best interests of the beneficiaries of the Family Trust, Grantor hereby directs the Trustee to establish on the books of the Trustee separate subtrusts for the shares of such trust as described in the following sentence. The Trustee shall divide the securities issued by an existing or a prospective S corporation into equal shares: one share for Grantor's spouse, if living, and one share for each other living beneficiary of the Family Trust who shall be an eligible beneficiary of a qualified subchapter S trust, as defined in the Code, and who shall be on the highest generation level with reference to Grantor; and one share for each deceased person on that generation level having issue then living who are eligible beneficiaries of such a trust and who are to be beneficiaries under the Family Trust. Any share established for issue of a deceased person shall be further divided into separate subshares for that issue, on a per stirpes basis.
- B. It is Grantor's intention that there be separate subtrusts established on the books of the Trustee for the Family Trust which shall hold S corporation stock, each subtrust having allocated to it a specific number of shares of S corporation stock (as above provided), and each subtrust having only one eligible beneficiary.
- C. Notwithstanding any other provisions in this Trust Agreement to the contrary, unless those provisions are in trust clauses specifically dealing with S corporation stock, the Trustee shall pay the net income of each separate subtrust established under this Article to that single beneficiary for whom it shall have been established, at least annually. The Trustee may also pay so much of the principal of each separate subtrust to or for the benefit of that beneficiary, at such times and in such amounts as shall be deemed necessary, in the Trustee's discretion, to provide for that beneficiary's health, support, maintenance and continued education (including college, graduate and professional school). If any subtrust held under this Article shall terminate during the life of the

income beneficiary of such subtrust, the assets of that subtrust shall be distributed to that income beneficiary.

- D. The Trustee shall take such actions and shall make such elections at such times and in such manner as shall be necessary to ensure that each such subtrust will be treated as a qualified subchapter S trust under the Code, and the Trustee shall execute such consents and other documents as shall be necessary to enable that corporation to qualify, or to continue to qualify, as an S corporation. No power given to the Trustee in this Trust Agreement may be exercised if such exercise would disqualify the S corporation election for any securities held hereunder.
- E. Except as specifically provided otherwise in this Article, all other provisions of this Trust Agreement, including those of the Family Trust to which the S corporation stock was initially allocated, shall apply to all separate subtrusts established under this Article.

IN WITNESS WHEREOF, this Trust Agreement has been signed by _____, as Grantor, and by THE BIG RICH BANK OF OHIO, NA, as Trustee, by its duly authorized officer, on the date first above written.

Signed in the presence of:

_____, Grantor

THE BIG RICH BANK OF OHIO, NA,
Trustee

By: _____