



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
09/15/2021	202125702886	REPORT OF REAL ESTATE TRUST (RTO)	99.00	100.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

ALLESPACH INVESTMENT PROPERTY TRUST
ATTN: STEPHANIE ALLESPACH
218 HOPEWELL CT.
POWELL, OH 43065

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4743587

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE ALLESPACH CONVERTIBLE INVESTMENT PROPERTY TRUST

and, that said business records show the filing and recording of:

Document(s)

REPORT OF REAL ESTATE TRUST

Effective Date: 09/14/2021

Document No(s):

202125702886



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
15th day of September, A.D. 2021.

Ohio Secretary of State

Form 556 Prescribed by:



Toll Free: 877.767.3453

Central Ohio: 614.466.3910

OhioSoS.gov

business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

For screen readers, follow instructions located at this path.

Report of Real Estate Investment Trust**Filing Fee \$99****(168-RTO)****Form Must Be Typed**

2021 SEP 14 AM 11:26

Name of Real Estate Investment Trust

The Allespach Convertible Investment Property Trust

Name(s) and Address(es) of Trustee(s)

Name(s)

Address(es)

Renate Allespach

218 Hopewell Ct. Powell, OH 43065

Stephanie Allespach

3901 West Point Dr. Los Angeles, CA 90065

Location of Principal Office

Mailing Address 218 Hopewell Ct.

City Powell

State Ohio

ZIP Code 43065

Location of Principal Office in Ohio, if any

Mailing Address 218 Hopewell Ct.

City Powell

State OH

ZIP Code 43065

Designated Agent

Renate Allespach

Name of Designated Agent

218 Hopewell Ct.

Mailing Address

Powell

City

OH

State

43065

ZIP Code

The above named real estate investment trust irrevocably consents to service of process on its designated agent and to service of process upon the Secretary of State if, without the resignation of another agent with the Secretary of State, its designated agent has died, resigned, lost authority, dissolved, become disqualified, or has removed from this state, or if its designated agent cannot, with due diligence, be found.

Pursuant to section 1747.12 of the Revised Code, a real estate investment trust may be required to pay an additional \$1,000.00 fee if the report is being made to enable the trust to prosecute or defend a legal action. Is this report being filed to prosecute or defend a legal action?

- ☐ Yes, the application is being filed for this purpose and the additional \$1,000.00 fee is included with the filing fee.
- ☒ No, the report is not being filed for this purpose.

Please attach an executed copy of the trust instrument or a true and correct copy of it, certified to be such by a trustee before a notary public or by a public official in another state in whose office an executed copy is on file.

Stephanie Allespach
3901 West Point Dr.
Los Angeles, CA 90065
September 10, 2021

Secretary of State
22 North 4th St.
Columbus, OH 43215

To whom it may concern:

Please find attached a copy of the trust instrument that established The Allespach Convertible Investment Property Trust. As a named trustee of said trust, I am certifying, under penalty of perjury, that this is a true and correct copy of the trust instrument.

Sincerely,



Stephanie Allespach

State of Ohio County of Delaware The foregoing instrument was acknowledged
before me this 10th Sept 2021 (date) by Stephanie Allespach (name of person acknowledged.)



KIMBERLY K. QUILLEN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-23-2023

Kimberly K. Quillen
9/10/21

THE ALLESPACH CONVERTIBLE INVESTMENT PROPERTY TRUST

**CREATED BY:
SIEGBERT A. ALLESPACH
AND
RENATE ALLESPACH**

**DATED:
DECEMBER 13, 2011**

COOPER, ADEL & ASSOCIATES, LPA

Thom L. Cooper
Certified Elder Law Attorney*

Mitchell J. Adel
Elder Law Attorney

Centerburg Office~36 W Main St~PO Box 747~Centerburg, OH 43011~1- 800-798-5297~Fax: 740-625-6881
Lebanon Office~130 E Main St~Lebanon, OH 45036~1- 888-488-9955~Fax: 513-934-5296
Sidney Office~124 N. Main Ave~Sidney, OH 45365 ~ 1-888-488-9955 ~ Fax: 513-934-5296

*Certified by the National Elder Law Foundation (NELF). NELF is approved by the Ohio Commission of Attorneys as Specialists.
In addition, NELF is the only Elder Law Certification Program approved and accredited by the American Bar Association.

**MEMORANDUM OF TRUST
FINANCIAL INSTITUTIONS**
(pursuant to O.R.C. 5810.13)

In consideration of financial, legal, and trust operation under the law of Ohio Title 58, the undersigned Trustees represent and warrant to you that the trust is in full force and effect, that it has not been revoked, amended, or modified in any manner that would cause the representations contained in this certification of trust be incorrect, and that the following information is true and complete:

1. On, December 13, 2011, Siegbert A. Allespach and Renate Allespach, as Settlor, executed a Declaration of Trust. Said Declaration of Trust is entitled "The Allespach Convertible Investment Property Trust."
2. The Trust is governed by the laws of the State of Ohio.
3. The Trust is a Grantor Trust and therefore uses the Settlor's Social Security numbers as the Federal Tax Identification number (See 26 USC (A)(1)(J)(I)) and which may be obtained through the Trustee.
4. The Trust is irrevocable.
5. The initial Income Trustees of said Trust were Siegbert A. Allespach and Renate Allespach.
6. On February 11, 2014, Siegbert A. Allespach ceased to serve as income trustee due to his death. A copy of the death certificate may be obtained from the Trustee.
7. The current Trustee over the Income portion of the Trust is Renate Allespach, residing at 218 Hopewell Court, Powell, Ohio 43065.
8. The current Trustee over the Principal portion of the Trust is Stephanie C. Allespach, residing at 3901 West Point Drive, Los Angeles, California 90065.
9. The Trust contains the following language, with respect to the management powers of the Trustee:
 - a. **Fiduciary Role:** *The primary duty of the Trustee is to see that no benefit inures to the Settlor of this Trust in any manner whatsoever, and that no power given to the Trustee will be exercised in any manner that benefits the Settlor in any manner whatsoever. The Trustee shall exercise all of the powers in the Trustee's fiduciary capacity and only in such capacity. Further, unless specifically otherwise delineated in this Trust, the Trustee shall have no power to enlarge or shift any of the beneficial interests under any Trust share except as an incidental consequence of the discharge of the Trustee's fiduciary duties.*
 - b. **Employment of Consultants:** *The Trustee may employ custodians, attorneys, accountants, investment advisors, corporate fiduciaries, or any other advisors to assist the Trustee in the administration of this Trust and may rely on the advice given by these individuals. The Trustee shall pay reasonable compensation for all services performed by these individuals from the Trust property out of either income or principal as the Trustee in his or her sole and absolute discretion deems appropriate. These payments shall not decrease the compensation to which the Trustee is entitled.*
 - c. **Trustee Powers Survive:** *All powers, duties, and immunities of the Trustee shall continue after termination of any Trust share and until the Trustee has made actual distribution of the property of such Trust share.*
 - d. **Notice of Events:** *Unless the Trustee receives written notice of the occurrence of an event affecting the beneficial interests of the Trust, the Trustee shall not be liable to any beneficiary or*

- other person for any distributions made or other actions taken by the Trustee in good faith.
- e. **Retention of Property:** To receive property from any source and to retain, without liability for depreciation in value, any property (including shares or interests of Trustee's own companies, an affiliate, parent or subsidiary thereof) deposited by a Settlor during their lifetime and any property received from a Settlor's estate or from the estate of, or by the inter vivos gift of, any other person.
 - f. **Sales:** To sell or exchange at public or private sale, lease, pledge, mortgage, donate, abandon or otherwise dispose of, deal with, or encumber (for any period of time, whether or not ending during the term of the Trust), any real or personal property comprising part of the Trust property. The Trustee, in its sole discretion, may sell any part or all of the Trust property.
 - g. **Investments:** To invest in any type of investment that the Trustee determines is consistent with the investment goals of the Trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the Trust's overall investment portfolio. Without limiting the Trustee's investment authority in any way, I request that the Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that the Trustee take into account the following factors in choosing investments for this Trust: The potential return from the investment, both in the form of income and appreciation; The potential income tax consequences of the investment; The investment's potential for volatility; and The role the investment will play in the Trust's portfolio. I request that the Trustee, in arranging the investment portfolio of the Trust, also consider the possible effects of inflation or deflation, changes in the global and U.S. economic conditions, transactions expenses and the Trust's need for liquidity. The Trustee may delegate its discretion to manage trust investments to any registered investment advisor or corporate fiduciary.
 - h. **Money:** To deposit money in a checking, savings, or other financial account in a bank or other financial institution, without indication of any fiduciary capacity.
 - i. **Voting:** To vote by proxy or in person, and exercise all rights in relation to stocks and securities in the Trust, including without limitation stock options, the right to consent to the reorganization, consolidation, liquidation, readjustment of financial structure or sale of the assets of any corporation or other organization in which the Trust has an interest, including shares of the Trustee's own companies, an affiliate, parent or subsidiary thereof.
 - j. **Nominee:** To register and hold Trust property in the name of the Trustee, in bearer form, or in the name of a nominee of the Trustee, but the Trustee shall be liable for any wrongful act of any such nominee.
 - k. **Custody:** To keep any real or personal property at any location within the United States or abroad, or to keep any such property with a responsible depository or custodian.
 - l. **Borrow and Pledge:** To borrow money from itself or others and to mortgage or pledge any Trust property, all upon such terms and conditions as negotiated by the Trustee.
 - m. **Claims:** To compromise, abandon, arbitrate, defend, enforce, and settle claims of or against any Trust share held hereunder and to agree to the rescission or modification of any Agreement or contract.
 - n. **Litigation:** The Trustee shall have the power to commence or defend litigation with respect to the Trust property, as the Trustee may deem advisable, at the expense of the trust.
 - o. **Real Estate:** To manage any real estate, paying taxes, maintenance and other charges; and to mortgage, insure, improve, raze and dedicate any real estate held hereunder, to set up depreciation reserves with respect thereto, and to charge the expenses to principal or income as the Trustee deems equitable.
 - p. **Business Interests:** To continue, incorporate or liquidate any business without liability for any losses, other than as would cause the Trust to be treated as an association taxable as a corporation for federal income tax purpose.
 - q. **Contracts:** To enter into contracts which are in the best interest of the Trust and to contract in terms which limit liability under the contract to the property of this Trust and which exempt from liability the assets of the Trustee from personal liability.

- i. **Deeds and Other Instruments:** To execute and deliver deeds, mortgages, releases, consents, and waivers and other legal instruments of every kind and nature.
- s. **Life Insurance, Annuities or Qualified Plans:** To hold, acquire and maintain annuities, qualified plans or policies of life insurance on the life of any person including a Trust beneficiary and to exercise all rights of ownership.
- t. **Hazard Insurance:** To carry such insurance, including public liability and property damage insurance, against such hazards to the Trustee, as a result of the Trustee's duties or the Trust property, in such amounts and with such insurance companies as the Trustee deems advisable.
- u. **Distributions in Cash or in Kind:** To make any distribution hereunder in cash or in kind or in both, but any property distributed in kind shall be valued at its fair market value as of the date for division, with or without any fractional or other discounts commonly used in a professional appraisal, or distribution of such property, in like or disproportionate interests of specific properties or undivided interests thereof.
- v. **Receipts and Disbursements:** To determine what is income and what is principal, and to charge or credit expenses, gains, losses, premiums, discounts, waste, appreciation or depreciation in value to principal or income, or partly to each. In all cases the Trustee shall act according to trust accounting principles as established by the laws of Ohio, or if there is any doubt as to the rule otherwise applicable, shall allocate or apportion any such receipt or disbursement in favor of the income beneficiary. The Trustee may specifically exercise the power to allocate items to or from the income or principal that would otherwise be allocated differently if it is necessary, in the discretion of the Trustee to treat all beneficiaries, current or remainder, of this Trust or any Trust share equitably.
- w. **Allocation of Assets:** To allocate assets to any Trust share held hereunder or to any beneficiary of any such Trust share without regard to whether any part of the same asset allocated to one Trust share or one beneficiary has a cost basis for income tax purposes which is higher or lower than that of the same asset which is allocated to another Trust share or another beneficiary.
- x. **Agents and Attorneys:** To employ and compensate, out of the principal or income, or both, as to the Trustee shall seem proper, agents, attorneys-in-fact, accountants, brokers, investment counsel, attorneys-at-law, appraisers, custodians of Trust property, and other specialists, advisors and assistants whose services are deemed by the Trustee to be desirable for the proper administration of the Trust, and to do so without liability for any neglect, omission, misconduct, or default of any such person provided they shall have been selected and retained with reasonable care.
- y. **Facility of Payment:** Other than as would cause a beneficiary to lose eligibility for need based government benefits, to make payments or distributions to an incapacitated or incompetent beneficiary, either directly to such beneficiary or to a parent, spouse, or guardian of such beneficiary or to any person or organization having charge of or the responsibility for the care of such beneficiary, to be applied for the sole use and benefit of such beneficiary. In making any distribution hereunder to a minor beneficiary, the Trustee may make such distribution to any person, bank, or trust company as custodian for such beneficiary under the Ohio Transfers to Minors Act. In making any such payment or distribution, the receipt of such recipient shall be a full release to the Trustee and the Trustee shall have no duty to see to the application of any such payment or distribution.
- z. **Good Faith Determination:** To be protected from liability for any act or failure to act if the Trustee acts in good faith and relies upon such information as the Trustee may deem adequate, after making reasonable inquiry, in continuing to make or fail to make conditional payments until it receives actual written notice of the happening of an event that would affect the same decision, in exercising its discretion, and in determining the proper beneficiaries hereunder.
 - aa. **Division of Trust for GST Purposes:** The Trustee shall divide, in the Trustee's sole discretion, and after consultation with competent counsel, property in any Trust share being held hereunder with an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, as amended, of neither one nor zero into two separate

Trust shares representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero.

- bb. Disclaimers:** *To disclaim, in whole or in part, any interest in property to be otherwise received by the Trust, for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state or local environmental law.*
- cc. Dealings with Estate:** *To purchase assets from the Settlor's estate or to sell assets to such estate or to purchase assets from or sell assets to any trusts established by the Settlor at their value as determined for estate tax purposes or otherwise at fair market value, regardless of the fact that the Trustee may also be serving as executor, co-executor or administrator of said estate or as trustee of such trust. Any assets so purchased or any assets received by the Trustee hereunder, may be retained as an investment by the Trustee.*
- dd. Conflict of Interest:** *The Settlor recognizes that in the exercise of the powers one or more of the Trustees may be placed in a position of having conflicting interests as Trustee and as an individual and the Settlor directs that such conflicting interests shall not be a basis for any Trustee not participating in the exercise of such Trustee's powers with respect to the property of the Trust.*
- ee. Exclusion of Statutory Restrictions to Self-Dealing – Trustee(s):** *To the extent set forth in this trust, Trustee(s) may exercise all powers authorized even if said acts constitute self-dealing on behalf of the Trustee(s), and to the extent permitted by law, any statutory provisions seeking to limit self-dealing shall not apply, in particular, Ohio Revised Code §1340.22. Specifically, if permitted elsewhere in this trust, the Trustee(s) may exercise all powers including but not limited to:*
 - The power to make distribution of either principal or income to or for the benefit of the Trustee(s) in his/her/their individual capacity(ies).*
 - The power to make distribution of either principal or income to satisfy any of the Trustee(s)'s legal obligations in his/her/their individual capacity(ies) for support or other purposes.*
 - The power to make distributions of either principal or income to or for the benefit of the one or more beneficiaries or a third party in lieu of a distribution to the Trustee(s) in his/her individual capacity.*

10. The Trust contains provisions wherein the Settlor has designated a Trust Advisor, who is Thom L. Cooper.
11. The Trust contains provisions that the Trust Advisor must approve:
 - Sale, or pledge of any Trust property of an amount in excess of ten thousand dollars (\$10,000) in any calendar year.
 - Sale, mortgage, lease, encumbrance or pledge of any real property.
12. If there are Co-Trustees, each Co- Trustee may act separately. Neither Co-Trustee shall have any liability for the decisions made by the other Co-Trustee.

Agreed and Certified to this 25th day of March 2014.

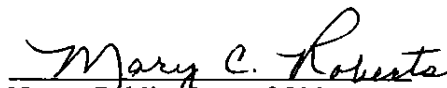


Renate Allespach, Trustee over Income

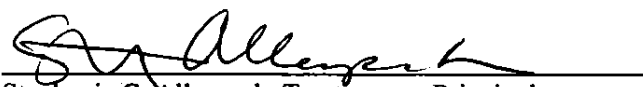
State of Ohio)
)ss.
County of Knox)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND EXECUTED BEFORE ME, on the 13th day of December 2011, by Renate Allespach, represented to me to be the Trustee.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year aforesaid.


Notary Public, State of Ohio

Agreed and Certified to this 25th day of March 2014.


Stephanie C. Allespach, Trustee over Principal

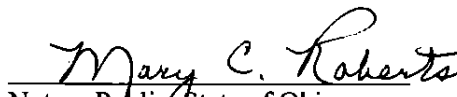


MARY C. ROBERTS
Notary Public, State of Ohio
My Comm. Expires March 1, 2015

State of Ohio)
)ss.
County of Knox)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND EXECUTED BEFORE ME, on the 25th day of March 2014, by Stephanie C. Allespach, represented to me to be the Trustee.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year aforesaid.


Notary Public, State of Ohio

Prepared By:
Cooper, Adel & Associates, LPA
Thom L. Cooper
800-798-5297



MARY C. ROBERTS
Notary Public, State of Ohio
My Comm. Expires March 1, 2015

SIEGBERT A. ALLESPACH and RENATE ALLESPACH

CONVERTIBLE INVESTMENT PROPERTY TRUST

Siegbert A. Allespach and Renate Allespach, as Settlers, hereby make and enter into this Trust Agreement with Stephanie C. Allespach, as Trustee of the Income and Principal portions of this Trust Agreement, at Centerburg, Knox County, Ohio, effective this 13th day of December 2011. This Trust shall be known as and may hold title to property in the name of: The Allespach Convertible Investment Property Trust dated December 13, 2011.

This trust shall be segregated into an Income portion and Principal portion. The Trustee may establish a checking account to hold the Income portion.

For both the Income and Principal portion of this Trust, the initial Trustee(s) shall be Stephanie C. Allespach and this Trust may also be known as and may hold title to property in the name of: Stephanie C. Allespach, Trustee, or her successor(s) as Trustees of The Allespach Convertible Investment Property Trust dated December 13, 2011.

Upon presentation by the Trustee of this page of the Trust and a separate Affidavit stating the name and address of the Trustee, and containing any pertinent provisions of this Trust, all third parties may rely on such affidavit and follow all of the Trustee's instructions without risk of incurring any liability to the Settlers, the Trustee, or the beneficiaries hereunder.

Article One

ADMINISTRATION OF TRUST

- 1.1 **Trust is Irrevocable:** Upon execution of this Agreement, this Agreement shall become irrevocable and the Settlers shall have no power to remove trust property, revoke this Trust, or amend or change this Trust document.
- 1.2 **Trust Property:** The Settlers hereby irrevocably transfer and assign all right, title, and interest in the property transferred by deed or otherwise transferred to this Trust, and the Trustee acknowledges receipt thereof. The Settlers shall have no right, title, or interest in the income or principal of this Trust and the Trustee is specifically prohibited from distributing any of the trust income and/or principal to either the Settlor or the Settlor's spouse.
 - 1.1.1 The Settlor(s) may make additional contributions of property to the Trust at any time.
 - 1.1.2 Non-Settlers may make additional contributions of property to this Trust with the approval of the Trustee. If there is a power or discretion contained in this Agreement, by local law, regulation, or custom, the Settlers, and each of them, hereby disclaim any and all such powers or discretions so that no such power or discretion shall cause the property contributed by a Non-Settlor to this Trust to be included in the estate of either or both Settlers.
- 1.3 **Trust Purpose:** This Article states some of the Settlers' purposes in creating this Trust, and all provisions of this Trust shall be construed so as best to effect these purposes.
 - 1.3.1 The Trust is organized to (a) control family assets for the family members other than either Settlor who have no interest in the property held by the Trust, (b) consolidate fractional interests in family assets, (c) establish a method by which transfers may be made without fractionalizing family assets (d) continue the ownership of family assets for future generations (e) minimize taxation, (f) acquire, purchase, own, hold, trade, sell or otherwise acquire, dispose of or deal with real and personal property of any type or description, other than as would cause the Trust or its Trustee to be considered a dealer in real or personal property or an association taxable as a Corporation for federal income tax purpose, and (g) do all things that are necessary, incidental or convenient thereto.
 - 1.3.2 Pursuant to the subsequent provisions of this Agreement, the Trust shall be treated as a "Grantor Trust" pursuant to IRC §674 for federal and state income tax purposes by reason of the power granted herein to the Trust Advisor to add one or more charitable organizations as additional beneficiaries of the Trust. It is the intent of the Settlers to transfer ownership of particular assets to the Trust beneficiaries without the associated burden of income and capital gains taxes that may accompany said ownership. The Settlers specifically retain no right of reimbursement, whether provided in local law or otherwise, for income and

capital gains taxes attributable to the income and capital gains taxed to the Settlers but not distributed to them.

1.4 General Matters with Regard to the Trusteeship:

- 1.4.1 A Trustee shall only serve over that Trustee's designated portion of this Trust. Although not required, the Trustee designated over the Principal portion may also be designated as the Trustee over the Income portion of this trust.
- 1.4.2 As used throughout this Agreement, the word "Trustee" shall refer to the initial Trustee as well as any single, additional, or successor Trustees. It shall also refer to any individual, corporation, or other entity acting as a replacement, substitute, or added Trustee.
- 1.4.3 If there are Co-Trustees, each Co-Trustee may act separately. Neither Co-Trustee shall have any liability for the decisions made by the other Co-Trustee.
- 1.4.4 The Trustee shall not be required to furnish any bond or surety for the faithful performance of its duties. All trusts created under this Agreement shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee or beneficiary in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts, unless the Trustee has changed the situs of the Trust, pursuant to powers granted in the subsequent provisions of this Agreement, in which case, the jurisdiction where the Trust is being administered shall control.
- 1.4.5 Any Trustee hereunder may resign upon thirty (30) days written notice, mailed to the person or persons then a permissible recipient of income or principal from this Trust or any trusts created hereunder.
- 1.4.6 If a corporation serving as Trustee or successor Trustee hereunder at any time changes its name or combines under a different name with one or more other corporations authorized by law to accept trusts, or sells its assets and business to another corporation authorized by law to accept trusts, the successor or new corporation shall become the Trustee hereunder. Any corporation which hereafter becomes the Trustee hereunder shall have all the powers, authority, duties, rights, obligations, and immunities that are conferred herein upon the original Trustee.
- 1.4.7 The Trustee, other than any Settlor that may be serving, shall be entitled to fair and reasonable compensation for the services the Trustee renders as a fiduciary. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. Any corporate fiduciary shall be entitled to receive compensation for its services in accordance with its published schedule of fees in effect from time to time. The Trustee shall be reimbursed for the

reasonable costs and expenses incurred in connection with its fiduciary duties under this Agreement. If a Trustee is generally compensated at an hourly rate, that rate shall prevail when the Trustee is engaged in Trust matters. A serving Trustee or such Trustee's firm may also provide accounting, legal, or other professional services, without causing a conflict of interest for the Trustee and shall be separately compensated for those services.

Article Two

TRUST ADVISOR

- 2.1. **Appointment of Trust Advisor:** Upon funding of the Trust, the Settlers shall appoint a Trust Advisor. The Trust Advisor shall serve until such time as he or she may be removed and replaced by the Settlers, the survivor of them, or as otherwise provided in this Article. Any Trust Advisor serving hereunder must be an attorney, certified public accountant, or accredited fiduciary, preferably someone with knowledge of the affairs of the Settlers' family. Under no circumstances may the Settlers or any beneficiary serve as Trust Advisor. In addition, no person who is related or subordinate to any Settlor or beneficiary (within the contemplation of § 672(c) of the Internal Revenue Code) may be appointed as a Trust Advisor. The rights of removal and replacement contained in this paragraph shall be recurring and shall not be exhausted by the single exercise thereof. The Trust Advisor shall be paid a reasonable fee for his/her services. A serving Trust Advisor or such Trust Advisor's firm may also provide accounting, legal, or other professional services, without causing a conflict of interest for the Trust Advisor and the firm's normal professional charges shall apply. After the death of the Settlers, the Trust Advisor may be removed and replaced by a majority of the then existing beneficiaries of the Trust entitled to or to whom distributions of principal or income may be made, or if there is none, then by a majority of the descendants of the Settlers' living and competent descendants who have attained the age of twenty-five (25) years, or if any of such persons be incompetent, the personal representative of such person may participate.
- 2.2. **Administration of Trust Property:** The Trustee shall hold and administer the Trust property as provided herein; provided that, as a limitation on powers otherwise provided in this agreement prior to the death of both Settlers, other than with the permission of the Trust Advisor, the Trustee shall not take the following actions without first obtaining written approval of the then serving Trust Advisor, or if none, a majority of the beneficiaries of the Trust:
- 2.2.1. Sale, or pledge of any Trust property of an amount in excess of ten thousand dollars (\$10,000) in any calendar year.
- 2.2.2. Sale, mortgage, lease, encumbrance or pledge of any real property.
- 2.3. **Exoneration of Trust Advisor:** A Trust Advisor who is appointed under the terms of this Article shall have no duty to monitor this Trust in order to determine whether he, she or it should (i) take or not take any action permitted by the terms of this Agreement or (ii) exercise any of the powers and discretions conferred under this Agreement. Further, the Trust Advisor shall have no duty to keep informed as to the acts or omissions of others or to take any action to prevent or minimize loss resulting from the acts or omissions of others. Any exercise or non-exercise of the powers and discretions granted to the Trust Advisor shall be in the sole and absolute discretion of the Trust Advisor and shall be binding and conclusive on all persons. The Trust Advisor is not required to exercise any power or discretion granted under this Agreement or to take any action which may be requested by a person who has an interest in this Trust. Absent bad faith, fraud, or

intentional misconduct on the part of the Trust Advisor, the Trust Advisor is exonerated from any and all liability to any person (i) for the acts or omissions of any fiduciary or any beneficiary hereunder or (ii) arising from any exercise or non-exercise of the powers and discretions conferred on the Trust Advisor by this Agreement. The Trust Advisor shall be indemnified by the Trust to the fullest extent permitted by law and any legal fees or other expenses incurred by the Trust Advisor associated with being a Trust Advisor shall be paid by the Trustee from this Trust at the time they are incurred so as to provide the Trust Advisor with the funds to respond as needed to any legal actions.

- 2.4. **Resignation of Trust Advisor:** A Trust Advisor may resign by giving notice to either Settlor. If the Settlers are both deceased or incapacitated, or one is deceased and the survivor is incapacitated, a resigning Trust Advisor shall give notice to the then income beneficiaries of the Settlers' Trust, or Trust share and to the Trustee then serving.

Resignation shall take effect on the date set forth in the notice, which date shall not be earlier than thirty (30) days after the date of delivery of the notice of resignation. A resigning Trust Advisor shall not be liable or responsible for the act of any successor Trust Advisor.

- 2.5. **Unfilled Trust Advisor:** If the office of Trust Advisor is vacant and there is no effectively named successor Trust Advisor, a member of the Firm of the appointed Trust Advisor, or its successor in interest, shall appoint a successor Trust Advisor for the Settlers' Trust.
- 2.6. **Rights of Successor Trust Advisors:** Any successor Trust Advisor shall have all of the authority, protections, and indemnification of any predecessor Trust Advisor, but will not be responsible for the acts or omissions of its predecessor.

- 2.7. **Right of Trust Advisor to Appoint Independent Trustee:** A Trust Advisor may appoint at any time an Independent Trustee by written instrument delivered to the then serving Trustee. The sole responsibility of an Independent Trustee hereunder shall be to make discretionary distributions to the beneficiaries of the Trust in excess of the ascertainable standards of health, education, maintenance and support set out in this Agreement. Any Independent Trustee shall have the exclusive right, without the need for any consent or agreement from the then serving Trustee and notwithstanding anything contained in this Agreement to the contrary, to pay to or for the benefit of the Settlers' beneficiaries as described in Section 3.1.1 so much of the net income and principal of the Trust from time to time as the Independent Trustee shall deem appropriate without restriction and without being subject to Section 2.2, in the Independent Trustee's sole and absolute discretion. Such distributions by the Independent Trustee may be in excess of the health, education, maintenance or support needs of such beneficiaries, and may exhaust all trust principal. Under no circumstances may the Independent Trustee distribute any income or principal to the Settlers or the spouse of a Settlor. A Trust Advisor may remove any Independent Trustee at any time without cause, and an Independent Trustee may resign as such at any time. A Trust Advisor shall be prohibited from serving as both Trust Advisor and Independent Trustee hereunder at the same time.

- 2.8. **Right to Appoint Charitable Organization as Additional Beneficiary:** A Trust Advisor shall have the limited power to modify, amend and reform the Trust by appointing one or more charitable organizations as additional beneficiaries of the Trust. The Trust Advisor may remove any charitable organization previously appointed. The Trust Advisor shall give written notice to the Trustee and Settlor of any charitable organization appointed as an additional beneficiary of the Trust. In making any such appointment, the Trust Advisor shall be free from any limitation or requirement, and shall exercise such power in his or her sole and absolute discretion without the consent of any party interested in the Trust. Any such modification, amendment and reformation shall be made in a written instrument signed by the Trust Advisor and delivered to the Trustee and the current beneficiaries, and shall be conclusive on all interested persons with respect to the Trust. The Trust Advisor shall not be liable for the consequences of any such modification, amendment and reformation relating to the appointment of a charitable organization as an additional beneficiary of the Trust. The Trust Advisor may at any time irrevocably terminate and release the power to add charitable organizations as additional beneficiaries of the Trust by written instrument delivered to the Trustee and to the current beneficiaries. For purposes of the Trust, the term "charitable organization" shall mean a charitable organization described in Internal Revenue Code Sections 170(c), 2055 and 2522.

Article Three

DISTRIBUTION OF TRUST PROPERTY DURING THE SETTLORS' LIFETIMES AND UPON THE SURVIVING SETTLOR'S DEATH

- 3.1. **Beneficiaries of the Trust** – The following shall be the beneficiaries during the lifetime of the Settlers and at the death of the first Settlor of this Trust to die:
- 3.1.1. Beneficiaries Prior to the Death of the Surviving Settlor.
 - 3.1.1.1. Descendants of the Settlers
 - 3.1.2. Beneficiaries at the Death of the Surviving Settlor.
 - 3.1.2.1. Descendants of the Settlers
- 3.2. **Distribution of Trust Property Prior to the Death of the Second Settlor to Die:** Subject to §2.2, above, the Trustee shall administer the Trust property for the benefit of the beneficiaries described in §3.1.1, as follows:
- 3.2.1. **Distributions of Income:** The Trustee shall pay from the income received by it from the Trust property the costs, charges and expenses of administering the fund, or charged against the Trustee on account of the Trust property or any part thereof. After the payment thereof, the Trustee may pay to or for the benefit of the Settlers' beneficiaries as described in §3.1.1 so much of the income of the Trust from time to time as the Trustee deems appropriate in their sole and absolute discretion. In the event the Trustee is a beneficiary and the distribution is to the Trustee, then such distribution, may only be for the Trustee's health, education, maintenance or support. Under no circumstances may the Trustee distribute any income to the Settlers or the spouse of a Settlor.
 - 3.2.2. **Principal Distributions:** The Trustee may pay to or for the benefit of the beneficiaries as described in §3.1.1 so much of the principal of the Trust from time to time as the Trustee deems appropriate in the Trustee's sole and absolute discretion subject to §2.2. In the event the Trustee is a beneficiary and the distribution is to the Trustee, then such distribution, may only be for the Trustee's health, education, maintenance or support. The Trustee may discriminate in distributions of Trust principal among beneficiaries without a later requirement to equalize the distribution among the beneficiaries. In accordance therewith the Trustee, in the Trustee's sole and absolute discretion, may distribute a larger share of the Trust property to any beneficiary up to the entire amount of the Trust property. Under no circumstances may the Trustee distribute any principal to or for the benefit of a Settlor or the spouse of a Settlor. Any distributions shall not be treated as a share of any beneficiary's rights provided hereafter and shall not be required to be reimbursed by the beneficiary.

The Trustee shall not have a fiduciary duty to sell any real estate held by the Trust to meet the objectives set forth above, and is expressly relieved of any liability in connection therewith

- 3.3. **Disposition Upon the Death of the First Settlor to Die – Estate Split:** Upon the death of the first Settlor to die, (“Deceased First Settlor”), the property of the Deceased First Settlor, whether held by the Trust as a contribution by the Deceased First Settlor or received by the Trust due to the death of the Deceased First Settlor, if any, shall be divided into two separate shares. Share One shall be a fraction of the Deceased First Settlor’s available applicable exemption equivalent amount divided by the gross estate of the Deceased First Settlor. The intent being to permit the maximum distribution to Share One that will result in no federal estate tax due at the death of the Deceased First Settlor. Share Two shall be the residue of the Deceased First Settlor’s share of the Trust. Share Two, notwithstanding any terms of this Trust, shall be distributed either to the Executor of the Deceased First Settlor’s estate to be administered under the will of the Deceased First Settlor, or to the Trustee of a trust as subsequently designated by the Settlor in a writing or election delivered to the Trustee of this Trust during the joint lives of the Settlor.

Share One shall be distributed to such of the Deceased First Settlor’s beneficiaries as described in §3.1.2 in such proportions and estates, upon such conditions and at such time or times as said Deceased First Settlor shall appoint by Will or other writing delivered to the Trustee during the life of the Deceased First Settlor specifically referring to this Limited Power of Appointment, with such distribution to be effective upon the death of the Surviving Settlor. If more than one such document has been given to the Trustee, the last such document shall prevail.

Upon the death of the Surviving Settlor, the remaining corpus of this Trust, plus the separate trust property of the Surviving Settlor, whether held in this Trust or received due to the death of the Surviving Settlor, if any, shall be distributed to such of the Surviving Settlor’s beneficiaries in §3.1.2, in such proportions and estates, upon such conditions and at such time or times as said Surviving Settlor shall appoint by Will or other writing delivered to the Trustee during the life of the Surviving Settlor specifically referring to this Limited Power of Appointment, with such appointment to be effective upon the death of the Surviving Settlor. If more than one such document has been given to the Trustee, the last such document shall prevail.

The language of this paragraph notwithstanding, said Limited Power of Appointment may not be exercisable by either Settlor in favor of the Settlor who is exercising the Limited Power of Appointment, the Settlor’s Spouse, the Settlor’s estate, the Settlor’s Spouse’s estate, the Settlor’s creditors, the Settlor’s Spouse’s creditors, the creditors of the Settlor’s estate or creditors of the Settlor’s Spouse’s estate, or in any manner that would result in any economic benefit to the exercising Settlor or the Spouse of the exercising Settlor, or that would in any manner discharge or reduce any legal obligation of the exercising Settlor or the Spouse of the exercising Settlor.

- 3.4. **Distributions for Youthful and Disabled Beneficiaries:** If any Trust property is otherwise distributable free of trust to any beneficiary who is under 25 years of age, or to any

beneficiary who is disabled as defined herein, or who is handicapped and otherwise eligible for need based public assistance, then the Trustee shall retain such property in trust and administer such property as follows:

- 3.4.1. The Trustee shall retain such distribution in trust without continuing court supervision, without the intervention of a guardian, conservator, or any other legal representative, and without giving or requiring any bond or surety on bond. The Trustee shall give any such beneficiary or the beneficiary's legal representative notice of the Trustee's intention to retain distributions as authorized by this Section.
- 3.4.2. Other than as would cause a beneficiary to become ineligible for need based government benefits, the Trustee may pay to or apply for the benefit of the beneficiary as much of the net income and principal of the Trust as the Trustee, in its sole discretion, deems necessary or advisable for the beneficiary's health, education, maintenance, or support. This discretion shall not be interpreted by any person or court as providing a standard which a beneficiary may enforce in a legal action.
- 3.4.3. In making any distributions under this Section, the Trustee shall take into consideration to the extent the Trustee deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this Trust.
- 3.4.4. Before making any distributions to beneficiaries under this Section it is the Settlor's desire that the Trustee, to the extent that it is both reasonable and possible, inquire into the ultimate disposition of the distributed funds and take into consideration the behavior of the Trust beneficiary with regard to his or her disposition of prior distributions of Trust property.
- 3.4.5. Other than for Trust property held for the benefit of a beneficiary eligible or receiving need based government benefits, the Trustee may make the distributions called for in this Section in any one or more of the following ways:
 - 3.4.5.1. Directly to a beneficiary.
 - 3.4.5.2. To persons, corporations, or other entities for the use and benefit of the beneficiary or who have provided benefits to the beneficiary.
 - 3.4.5.3. To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary.
 - 3.4.5.4. In any prudent form of annuity purchased for the use and benefit of the beneficiary.
 - 3.4.5.5. To any person, including the Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other individuals under a legal disability.

- 3.4.5.6. To any guardian or other person deemed by the Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.
- 3.4.5.7. No distribution may be made to either Settlor, or in satisfaction of a legal obligation of either Settlor.
- 3.4.6. It is the Settlor's desire that the beneficiaries hereunder shall support themselves and not rely on this Trust for support, unless attending educational institution full time. The Settlers desire that each of the beneficiaries hereunder become a productive member of society and not live off inherited money.
- 3.4.7. The Trustee shall distribute the Trust property being held under the provisions of this Section to the beneficiary, free of trust, at such time as the beneficiary has attained 25 years of age, or, if later, at such time as the beneficiary has ceased to be disabled or handicapped.
- 3.5. **Distributions for Disabled or Handicapped Beneficiaries:** A disabled or handicapped beneficiary is one who is unable to provide for themselves and who, but for the existence of this Trust, would be eligible for public assistance under such programs as SSI or Medicaid.
 - 3.5.1. Any amounts being held in trust after the surviving Settlor's death and distributable to a disabled or handicapped beneficiary shall be retained by the Trustee in trust and used only for the beneficiary's "secondary needs".
 - 3.5.2. Trust property shall not be used to provide basic health, maintenance, or support which public assistance may provide, and shall only be used to pay for and provide those items and services which public assistance does not provide.
 - 3.5.3. The Trustee shall not provide any item or service which would cause the disabled or handicapped beneficiary to be ineligible for means-tested public assistance.
 - 3.5.4. "Secondary needs" refer to the requisites for maintaining the good health, safety, and welfare of the beneficiary when, in the discretion of the Trustee, such requisites are permissibly under law, and not because of the existence of this Trust, not being provided by any public agency, office, or department of any state or of the United States. In making distributions for the secondary needs of the beneficiary, the Trustee shall take into consideration the applicable resource limitations of the public assistance programs for which the beneficiary is eligible.
 - 3.5.5. It is not the Settlers' intent to replace public assistance, but to supplement it in an effort to make the beneficiary's life more comfortable. No part of the Trust share set aside for the beneficiary shall be used to supplant or replace public assistance benefits of any state or federal agency which has a legal responsibility to serve persons with illnesses or handicaps which are the same as or similar to the disorders of the beneficiary.

- 3.5.6. It is the Settlor's intention that the Trustee shall conserve and maintain the Trust share of the beneficiary for the secondary needs of the beneficiary. Therefore, no part of such Trust share, neither principal nor undistributed net income, shall be subject to the claims of voluntary or involuntary creditors for the provisions of care and services, including residential care, by any public entity, office, department, or agency of any state or government agency, or of the federal government of the United States.
- 3.5.7. Under no circumstances should any amounts be paid to, or reimbursed to, the federal government, any state, or any governmental agency for any purpose, including for the care, support, or maintenance of the beneficiary.
- 3.5.8. In the event that the Trustee determines that it is likely that a court or other authority will render the beneficiary ineligible to receive any means-tested governmental assistance benefits because of this Trust, or if the Trustee, in its sole and absolute discretion, determines that, notwithstanding the provisions set forth above, the Trust share may be subject to garnishment, attachments, execution or bankruptcy proceedings by a creditor of the beneficiary or by the federal or state government, or any agency or subdivision thereof, then the Trustee shall terminate the Trust share set aside for the disabled or handicapped beneficiary and distribute the remaining principal and accrued income to the contingent beneficiaries as though the handicapped beneficiary had predeceased the surviving Settlor. The Settlor's request, but do not direct, that the contingent beneficiaries conserve, manage, and distribute the proceeds of the former trust share set aside for the beneficiary in accordance with the provisions as set forth above.
- 3.5.9. Upon the death of any beneficiary for whom Trust property is being held under the prior two Sections, the Trustee shall distribute the remaining Trust property as though the beneficiary had predeceased the Surviving Settlor.
- 3.5.10. Upon the death of a Beneficiary, that Beneficiary's heirs, per stirpes shall succeed to the interest held by the deceased Beneficiary.
- 3.6. **Ultimate Distribution:** If at any time, there is no person, corporation, or other entity entitled to receive all or any part of the Trust property, such Trust property shall be distributed to the Settlor's descendants, per stirpes; provided, however, if any Trust share has been created for such person by the Settlor and such Trust share has not been terminated according to the other provisions of this Trust, such distribution shall be made to such Trust rather than outright to such beneficiary for administration as though the addition was part of the original funding.
- 3.6.1 If at any time there is still no person, corporation, or other entity entitled to receive all or any part of the Trust property, the remaining Trust property shall be distributed to those persons who would be the Settlor's heirs as though the Settlor had died intestate owning the Settlor's property contributed to the Trust.

- 3.6.2 The distribution of Trust property, for purposes of this Article, shall be determined by the laws of descent and distribution for intestate estates in the State of Ohio as such laws are in effect at the time of any distribution under this Article and as if each Settlor had died owning such Settlor's contributive share of the Trust.
- 3.6.3 The above provisions of this Section (§3.6) notwithstanding, no distribution may be made under this Section to a Settlor, a Settlor's Spouse, a Settlor's estate, the Settlor's Spouse's estate, a Settlor's creditors, a Settlor's Spouse's creditors, the creditors of the Settlor's estate or creditors of the Settlor's Spouse's estate, or in any manner that would result in any economic benefit to a Settlor or the Spouse of a Settlor, or that would in any manner discharge or reduce any legal obligation of a Settlor or the Spouse of a Settlor.

Article Four

TRUSTEE PROVISIONS

- 4.1. **Powers and Duties of the Trustee:** Subject to §2.2, above, in addition to the powers and duties of the Trustee elsewhere conferred and expressed in this Agreement and in addition to those powers expressed or given by Ohio Trust Code, or the relevant law of the jurisdiction in which the trust is being administered, the Trustee shall have the following powers and authority:
- 4.1.1. **Trustee Powers - Fiduciary Role:** The primary duty of the Trustee is to see that no benefit inures to either Settlor, or any spouse of a Settlor, of this Trust in any manner whatsoever, and that no power given to the Trustee will be exercised in any manner that benefits a Settlor or the spouse of a Settlor, in any manner whatsoever. The Trustee shall exercise all of the powers in the Trustee's fiduciary capacity and only in such capacity. Further, unless specifically otherwise delineated in this Trust, the Trustee shall have no power to enlarge or shift any of the beneficial interests under any Trust share except as an incidental consequence of the discharge of the Trustee's fiduciary duties.
- 4.1.2. **Employment of Consultants:** The Trustee may employ custodians, attorneys, accountants, investment advisors, corporate fiduciaries, or any other advisors to assist the Trustee in the administration of this Trust and may rely on the advice given by these individuals. The Trustee shall pay reasonable compensation for all services performed by these individuals from the Trust property out of either income or principal as the Trustee in his or her sole and absolute discretion deems appropriate. These payments shall not decrease the compensation to which the Trustee is entitled. Compensation shall be in accordance with the persons' normal means of payment
- 4.1.3. **Trustee Powers Survive:** All powers, duties, and immunities of the Trustee shall continue after termination of any Trust share and until the Trustee has made actual distribution of the property of such Trust share.
- 4.1.4. **Notice of Events:** Unless the Trustee receives written notice of the occurrence of an event affecting the beneficial interests of the Trust, the Trustee shall not be liable to any beneficiary or other person for any distributions made or other actions taken by the Trustee in good faith.
- 4.1.5. **Retention of Property:** Subject to the Trustee's right to reject property that the Trustee deems, in the Trustee's sole and absolute discretion, represents a harm to the Trust or any of its beneficiaries, to receive property from any source and to retain, without liability for depreciation in value, any property (including shares or interests of Trustee's own companies, an affiliate, parent or subsidiary thereof)

deposited by a Settlor during their lifetime and any property received from a Settlor's estate or from the estate of, or by the inter vivos gift of, any other person.

- 4.1.6. **Sales:** To sell or exchange at public or private sale, lease, pledge, mortgage, donate, abandon or otherwise dispose of, deal with, or encumber (for any period of time, whether or not ending during the term of the Trust), any real or personal property comprising part of the Trust property. The Trustee, in its sole discretion, may sell any part or all of the Trust property.
- 4.1.7. **Investments:** To invest in any type of investment that the Trustee determines is consistent with the investment goals of the Trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the Trust's overall investment portfolio. Without limiting the Trustee's investment authority in any way, I request that the Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that the Trustee take into account the following factors in choosing investments for this Trust: The potential return from the investment, both in the form of income and appreciation; The potential income tax consequences of the investment; The investment's potential for volatility; and The role the investment will play in the Trust's portfolio. I request that the Trustee, in arranging the investment portfolio of the Trust, also consider the possible effects of inflation or deflation, changes in the global and U.S. economic conditions, transactions expenses and the Trust's need for liquidity. The Trustee may delegate its discretion to manage trust investments to any registered investment advisor or corporate fiduciary.
- 4.1.8. **Money:** To deposit money in a checking, savings, or other financial account in a bank or other financial institution, without indication of any fiduciary capacity.
- 4.1.9. **Voting:** To vote by proxy or in person, and exercise all rights in relation to stocks and securities in the Trust, including without limitation stock options, the right to consent to the reorganization, consolidation, liquidation, readjustment of financial structure or sale of the assets of any corporation or other organization in which the Trust has an interest, including shares of the Trustee's own companies, an affiliate, parent or subsidiary thereof.
- 4.1.10. **Nominee:** To register and hold Trust property in the name of the Trustee, in bearer form, or in the name of a nominee of the Trustee, but the Trustee shall be liable for any wrongful act of any such nominee.
- 4.1.11. **Custody:** To keep any real or personal property at any location within the United States or abroad, or to keep any such property with a responsible depository or custodian.

- 4.1.12. **Borrow and Pledge:** To borrow money from itself or others and to mortgage or pledge any Trust property, all upon such terms and conditions as negotiated by the Trustee.
- 4.1.13. **Claims:** To compromise, abandon, arbitrate, defend, enforce, and settle claims of or against any Trust share held hereunder and to agree to the rescission or modification of any Agreement or contract.
- 4.1.14. **Litigation:** The Trustee shall have the power to commence or defend litigation with respect to the Trust property, as the Trustee may deem advisable, at the expense of the Trust.
- 4.1.15. **Real Estate:** To manage any real estate, paying taxes, maintenance and other charges; and to mortgage, insure, improve, raze and dedicate any real estate held hereunder, to set up depreciation reserves with respect thereto, and to charge the expenses to principal or income as the Trustee deems equitable.
- 4.1.16. **Business Interests:** To continue, incorporate, or liquidate any business without liability for any losses, other than as would cause the Trust to be treated as an association taxable as a corporation for federal income tax purposes.
- 4.1.17. **Contracts:** To enter into contracts which are in the best interest of the Trust and to contract in terms which limit liability under the contract to the property of this Trust and which exempt from liability the assets of the Trustee from personal liability.
- 4.1.18. **Deeds and Other Instruments:** To execute and deliver deeds, mortgages, releases, consents, waivers, and other legal instruments of every kind and nature.
- 4.1.19. **Life Insurance, Annuities or Qualified Plans:** To hold, acquire, and maintain annuities, qualified plans, or policies of life insurance on the life of any person including a Trust beneficiary and to exercise all rights of ownership provided in the respective investments.
- 4.1.20. **Hazard Insurance:** To carry such insurance, including public liability and property damage insurance, against such hazards to the Trustee, as a result of the Trustee's duties or the Trust property, in such amounts and with such insurance companies as the Trustee deems advisable.
- 4.1.21. **Distributions in Cash or in Kind:** To make any distribution hereunder in cash or in kind or in both, but any property distributed in kind shall be valued at its fair market value as of the date for division, with or without any fractional or other discounts commonly used in a professional appraisal, or distribution of such property, in like or disproportionate interests of specific properties or undivided interests thereof.

- 4.1.22. **Receipts and Disbursements:** The Trustee may determine what is income and what is principal, and to charge or credit expenses, gains, losses, premiums, discounts, waste, appreciation or depreciation in value to principal or income, or partly to each. In all cases the Trustee shall act according to trust accounting principles as established by the laws of Ohio, or if there is any doubt as to the rule otherwise applicable, shall allocate or apportion any such receipt or disbursement in favor of the income beneficiary. The Trustee may specifically exercise the power to allocate items to or from the income or principal that would otherwise be allocated differently if it is necessary, in the discretion of the Trustee to treat all beneficiaries, current or remainder, of this Trust or any Trust share equitably. However, no exercise of the discretion granted herein shall be used to pay to or for the benefit of a Settlor or the spouse of a Settlor.
- 4.1.23. **Allocation of Assets:** To allocate assets to any Trust share held hereunder or to any beneficiary of any such Trust share without regard to whether any part of the same asset allocated to one Trust share or one beneficiary has a cost basis for income tax purposes which is higher or lower than that of the same or similar asset which is allocated to another Trust share or another beneficiary.
- 4.1.24. **Agents and Attorneys:** To employ and compensate, out of the principal or income, or both, as to the Trustee shall seem proper, agents, attorneys-in-fact, accountants, brokers, investment counsel, attorneys-at-law, appraisers, custodians of Trust property, and other specialists, advisors and assistants whose services are deemed by the Trustee to be desirable for the proper administration of the Trust, and to do so without liability for any neglect, omission, misconduct, or default of any such person provided they shall have been selected and retained with reasonable care.
- 4.1.25. **Facility of Payment:** Other than as would cause a beneficiary to lose eligibility for means-tested government benefits, to make payments or distributions to an incapacitated or incompetent beneficiary, either directly to such beneficiary or to a parent, spouse, or guardian of such beneficiary or to any person or organization having charge of or the responsibility for the care of such beneficiary, to be applied for the sole use and benefit of such beneficiary. In making any distribution hereunder to a minor beneficiary, the Trustee may make such distribution to any person, bank, or trust company acting as custodian for such beneficiary under the Ohio Transfers to Minors Act. In making any such payment or distribution, the receipt of such recipient shall be a full release to the Trustee and the Trustee shall have no duty to see to the application of any such payment or distribution.
- 4.1.26. **Good Faith Determination:** To be protected from liability for any act or failure to act if the Trustee acts in good faith and relies upon such information as the Trustee may deem adequate, after making reasonable inquiry, in continuing to make or fail to make conditional payments until it receives actual written notice

of the happening of an event that would affect the same decision, in exercising its discretion, and in determining the proper beneficiaries hereunder.

- 4.1.27. **Division of Trust for GST Purposes:** The Trustee shall divide, in the Trustee's sole discretion, and after consultation with competent counsel, property in any Trust share being held hereunder with an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, as amended, of neither one nor zero into two separate Trust shares representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero.
- 4.1.28. **Disclaimers:** To disclaim, in whole or in part, any interest in property to be otherwise received by the Trust, for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state or local environmental law.
- 4.1.29. **Dealings with Estate:** To purchase assets from the Settlor's estate or to sell assets to such estate or to purchase assets from or sell assets to any trusts established by the Settlers at their value as determined for estate tax purposes or otherwise at fair market value, regardless of the fact that the Trustee may also be serving as executor, co-executor or administrator of said estate or as trustee of such trust. Any assets so purchased or any assets received by the Trustee hereunder, may be retained as an investment by the Trustee.
- 4.1.30. **Conflict of Interest:** The Settlers recognize that in the exercise of the powers one or more of the Trustees may be placed in a position of having conflicting interests as Trustee and as an individual and the Settlers direct that such conflicting interests shall not be a basis for any Trustee not participating in the exercise of such Trustee's powers with respect to the property of the Trust or the administration of any such property.
- 4.2. **Liability of the Trustee:** The Trustee shall be obligated to exercise good faith and reasonable prudence in the conduct of the administration of the Trust, but shall not be liable on account of the exercise of any discretion or power hereunder nor on account of any mistake or error of judgment nor otherwise in connection with the administration of the Trust, except for its own gross negligence, or dishonesty or willful breach of contract. The Trustee shall be indemnified by the Trust to the fullest extent permitted by law.
- 4.3. **Third Persons Dealing With the Trustee:** No purchaser or other person dealing with the Trustee while it purports to act under any power or authority conferred by this Agreement need inquire into the existence of facts upon which that purported power or authority depends, or into the question whether such purported power or authority still exists. No such person shall be liable for the application of any money or other consideration paid or delivered to the Trustee and the Trustee shall have full power to give receipts and discharges.

4.4. Restriction on Sale or Transfer of Trust Interest: If any attempt is made to alienate or encumber any indefeasible interest which is created hereunder in income and/or principal of any Trust share hereunder without first obtaining the consent of the Trustee thereto in writing, or if anyone other than the person for whom such interest was created would, but for the operation of this Section, acquire any right to or lien upon the income and (or) principal thereof, the Trustee is directed to withhold from distribution any such income or principal and to apply the same in such manner as the Trustee shall in its sole and absolute discretion deem requisite or expedient for the welfare of the designated beneficiary, who would otherwise have been entitled thereto; when and if the Trustee in its sole and absolute discretion shall consider that such diversion is no longer effective or threatened, it may resume the distribution whenever and if it shall consider such distribution requisite or expedient to carry out the purposes hereof.

4.5. Records and Accounts: The Trustee shall keep accurate records showing all investments, receipts, disbursements, and other transactions involving the Trust property. All such records shall be the property of the Trustee. During the Settlers' lifetimes, the Trust records and accounts, together with all property of the Trust and all evidences of title thereof, shall be open to reasonable inspection by the Settlers, or either of them and any current beneficiary per O.R.C. Title 58. After the Settlers' deaths, such records shall be open to reasonable inspection by any person to whom any income or principal must or may be distributed currently.

While the Settlers or either of them are alive, the Trustee shall render such written accounts of the administration of the Trust as the Settlers, or either of them, shall request. Following the Settlers' death, the Trustee shall render not less than annually written accounts, showing receipts and disbursements of income and principal to any person to whom any income or principal must or may be distributed currently.

4.6. Exclusion of Statutory Restrictions to Self-Dealing – Trustee(s): To the extent set forth in this trust, Trustee(s) may exercise all powers authorized even if said acts constitute self-dealing on behalf of the Trustee(s), and to the extent permitted by law, any statutory provisions seeking to limit self-dealing shall not apply, in particular, Ohio Revised Code §1340.22. Specifically, if permitted elsewhere in this trust, the Trustee(s) may exercise all powers including but not limited to:

- 4.6.1. The power to make distribution of either principal or income to or for the benefit of the Trustee(s) in his/her/their individual capacity(ies).
- 4.6.2. The power to make distribution of either principal or income to satisfy any of the Trustee(s)'s legal obligations in his/her/their individual capacity(ies) for support or other purposes.
- 4.6.3. The power to make distributions of either principal or income to or for the benefit of the one or more beneficiaries or a third party in lieu of a distribution to the Trustee(s) in his/her individual capacity.

The above withstanding, no distribution shall be made to a Settlor, in favor of a Settlor, a Settlor's Spouse, a Settlor's estate, a Settlor's Spouse's estate, a Settlor's creditors, a Settlor's Spouse's creditors, the creditors of a Settlor's estate or creditors of a Settlor's Spouse's estate, or in any manner that would result in any economic benefit to a Settlor or the Spouse of a

Settlor, or that would in any manner discharge or reduce any legal obligation of a Settlor or the Spouse of a Settlor.

- 4.7. **S Corporation Stock:** The Trustee shall have the power to elect to treat any Trust share created by this Agreement as an electing small business trust pursuant to §1361(e)(1)(A)(iii) and §1361(e)(3) of the Code, and shall have the power, acting alone, but after consultation with competent counsel to amend this Agreement for the sole purpose of enabling any Trust share created by this Agreement to qualify as an electing small business trust as defined in §1361(e) of the Code. Alternatively, if the Trustee deems this not to be in the best interests of the beneficiaries, after consultation with competent counsel, then it is the Settlers' intention that any Trust share created by this Agreement be eligible for treatment as a qualified Subchapter S trust under §1361(d) of the Code during any period in which the Trust share owns stock in an S corporation, and all provisions of this Agreement shall be interpreted in accordance with this intention. The Trustee shall have the power, acting alone, after consultation with competent counsel, to amend this Agreement for the purpose of allowing the Trust or any Trust share to qualify as a qualified Subchapter S trust shareholder. All other property held in the Trust or any Trust share shall be administered separately and independently under the terms as set forth above. If a share of this Trust holds S corporation stock, such share shall be segregated as a subshare of such share and shall have the following provisions:

- a. All of the net income from the segregated share or shares shall be paid currently to the single income beneficiary;
- b. No principal may be distributed to any person except the single income beneficiary;
- c. If the share or shares terminate prior to the death of the single income beneficiary, the principal shall be distributed to the single income beneficiary;
- d. The income interest of the single income beneficiary shall terminate on the earlier to occur of the death of the single income beneficiary or the termination of the share or shares.

The Trustee may also elect to have a share or shares treated as an electing small business trust for which the election provided in Code Section 1361(e) is made by the Trustee.

- 4.8. **Optional Termination by Trustee:** After the death of both Settlers, other than as would cause a beneficiary hereunder to lose eligibility for means-tested government benefits, notwithstanding anything to the contrary contained elsewhere in this Agreement, the Trustee may with permission of the Trust Advisor, at its option, terminate any Trust share evidenced hereby if such Trust share is of a size that makes it impracticable, not cost effective to administer, or is not accomplishing the goals for which such Trust share was created. Upon any such termination, the property in such Trust share shall be distributed to the beneficiary detailed in the Limited Power of Appointment authorized by this Agreement, as executed by a Settlor or should no exercised Limited Power of Appointment exist, then said Trust share shall be distributed to the income beneficiary, and if more than one, in proportion to their rights to such income.

Article Five

TRUSTEE & SUCCESSOR TRUSTEE

- 5.1. **Appointment of Successor Trustee over Income:** In the event that Stephanie C. Allespach initially fails or ceases to serve as a Trustee over the Income portion of this Trust, then the following shall serve as Successor Trustee in the order listed below until they resign, are replaced or are otherwise unable to serve:
- 5.1.1. First Successor Trustee: David Mastu
- 5.2. **Appointment of Successor Trustee over Principal:** In the event that Stephanie C. Allespach initially fails or ceases to serve as a Trustee over the Principal portion of this Trust, then the following shall serve as Successor Trustee in the order listed below until they resign, are replaced or are otherwise unable to serve:
- 5.2.1. First Successor Trustee: David Mastu
- 5.3. **Replacement of Trustee:** The Trust Advisor shall have the right at any time during the continuance of this Trust to remove and replace said Trustees with a person or corporation with fiduciary powers. This right of removal and replacement shall be recurring and shall not be exhausted by the single exercise thereof. Under no circumstances may the individual currently serving as Trust Advisor also serve as Trustee or Co-Trustee. When this Trust would otherwise qualify as a non-Grantor Trust, the Settlers may not serve as Trustee or Co-Trustee.
- 5.4. **Powers and Liabilities of Successor Trustees:** Any Successor Trustee, whether corporate or individual, shall have all of the rights, powers, and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustee.

Any Successor Trustee shall be subject to any restrictions imposed on the original Trustee. No Successor Trustee shall be required to examine the accounts, records, and acts of any previous Trustee.

No Successor Trustee shall in any way be responsible for any act or omission to act on the part of any predecessor Trustee, unless such Successor Trustee shall have actual knowledge of such act of omission which constitutes a breach by the predecessor Trustee and takes no appropriate action.

Article Six

DEFINITIONS AND GENERAL PROVISIONS

- 6.1. **Adopted Persons:** Persons who are legally adopted by a beneficiary or Settlor of this Trust and the spouse of that beneficiary or Settlor, adopting parents, while they are under 18 years of age shall be treated for all purposes under this Agreement as though they were the naturally born children of their adopting parents.
- 6.2. **Descendants:** A person's descendants shall include all of his or her lineal descendants through all generations. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.

An adopted person, and all persons who are the descendants by blood, or by legal adoption by a beneficiary or Settlor of this Trust, adopting parents, while under the age of 18 years such adopted person, shall be considered a descendant of the adopting parents as well as the adopting parent's ancestors.

A spouse of a descendant shall not be considered as a descendant and unless specifically provided otherwise, shall not have any right to receive any distributions from this Trust. Step-children shall not be considered as descendants of the step-parent, and children who are adopted out of the family of their natural parents shall not be considered as descendants of such natural parents.

- 6.3. **Permitted Beneficiaries:** The only permitted beneficiaries (beneficiaries or beneficiary as the context requires) entitled to have any interest in or to receive any benefits or distributions under the Trust shall be the Settlor's descendants or Settlor's friends; any such organizations described in Internal Revenue Code Sections 170(c), 2055(a), and 2522(a); and any natural person entitled to inherit under the Ohio statute of descent and distribution, O.R.C. §2105.06, with the exception of the Settlor's ancestors, a Settlor's spouse and the State of Ohio.
- 6.4. **Non-Permitted Beneficiaries:** The following shall not be eligible to have any interest in or to receive any benefits or distributions under the Trust: The Settlor, or either of them, a Settlor's spouse, the estate of a Settlor's spouse or creditors of a Settlor's estate, or creditors of a Settlor's spouse's estate, ancestors of a Settlor, creditors of a Settlor who are not beneficiaries with a right unrelated to the fact that the beneficiary is a creditor or the State of Ohio. Should any non-permitted beneficiary be named or become a beneficiary, although not one qualified as a permitted beneficiary of the Trust, their interest shall be void and shall be allocated equally among the then remaining beneficiaries of this Trust taking into consideration any exercise of the Limited Powers of Appointment granted earlier in this Agreement.
- 6.5. **Beneficiary:** For the purposes of this Trust, the term "beneficiary" shall mean Permitted Beneficiary.

- 6.6. **Person:** A person shall be any human being, i.e. natural person, and shall not include entities such as firms, organizations, labor organizations, corporations, associations, trustees and trustees in bankruptcy or receivers.
- 6.7. **Per Stirpes Distributions:** Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who have left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living child's children in the same manner.
- 6.8. **Per Capita Distributions:** Whenever a distribution is to be made to a person's descendants, per capita, the distributable assets are to be divided into as many shares as there are then living children of such person. Each then living child shall receive one share and there shall be no share distributed to the deceased child's descendants.
- 6.9. **Education:** As used in the Trust, "education" shall include any course of study or instruction at any public or private primary or secondary school or an accredited college or university granting undergraduate or graduate degrees. It shall also include any course of study or instruction at any institution for specialized, vocational, or professional training; any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program; and any course of study or instruction which, in the Trustee's sole discretion, may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable.
- 6.10. **Trusts and Settlers:** All references to "this Trust" or "the Trust," unless otherwise stated, shall refer to this Trust and the Trust shares created by it. All references to "Trustee" shall refer to the initial Trustee or Trustees, or their successor or successors in trust. The term "Settlers" as used in this Trust shall have the same legal meaning as "Grantors," "Trustor," or any other term referring to the maker of a trust.
- 6.11. **Words relating to the Internal Revenue Code:** Words used in this Trust shall generally be given the same meaning as such words have for the purposes of applying the Internal Revenue Code.
- 6.12. **Limited Power of Appointment Over Principal:** The Settlers shall have the limited power to appoint any and all principal of the Trust, in whole or in part, to any permitted beneficiary, outright or in trust, and on such terms as the Settlers may indicate in writing delivered to the Trustee. A distribution to a beneficiary pursuant to this power shall be charged to the Trust as a whole rather than against the beneficiary's ultimate share.

This power may be exercised from time to time, and may direct a distribution immediately, upon some future date or event, or upon the death of the Settlers. The Trustee shall distribute such Trust property to such persons as indicated by the Settlers in such writing.

This power shall not be exercisable by a Settlor in favor of the Settlor, the Settlor's Spouse, the Settlor's estate, the Settlor's Spouse's estate, a Settlor's creditors, a Settlor's Spouse's creditors, the creditors of a Settlor's estate or creditors of a Settlor's Spouse's estate, or in any manner that would result in any economic benefit to a Settlor or the Spouse of the Settlor, or that would in any manner discharge or reduce any legal obligation of a Settlor or the Spouse of a Settlor.

In exercising this limited power of appointment, the Settlers shall specifically refer to this document and the relevant Article and Section, and expressly indicate an intent to exercise the power.

- 6.13. **Exercise of Limited Powers of Appointment:** If, after thirty days of the death of the holder of a Limited Power of Appointment authorized under this Agreement, the Trustee receives no notice or is otherwise unaware of the exercise of such power, the Trustee may distribute the property subject to such power as though the power had not been exercised and shall be relieved of any liability for having done so. This provision shall not affect the rights any validly appointed appointee, subsequently identified may have against any distributee.

In exercising any Limited Power of Appointment authorized under this Agreement, the power holder shall specifically refer to this document and the relevant Article and Section, and expressly indicate an intent to exercise the power.

- 6.14. **Power of Trust Advisor to Reform Trust for Tax Advantages to Trust Beneficiaries:** While this Trust is irrevocable, the Settlers, and each of them, are aware that there may be or become state, federal or other advantages including the authority to alter the administrative and investment powers of the Trustee, correct ambiguities, including scrivener errors, which might otherwise require court construction or reformation, that may accrue to the beneficiaries but may not be provided for in the terms of this Trust. Therefore, The Trust Advisor is given the limited authority to reform this Trust to avail the beneficiaries of said advantages. In no case may the Trust Advisor reform this Trust in such a way that a Settlor or the Spouse of a Settlor could hold any power or discretion in the Trust not previously available as Limited Power of Appointment, or receive any distributions of income or principal from this Trust or decrease the share any beneficiary of the Trust would otherwise receive. A reformation made by the Trust Advisor in good faith shall be conclusive on all persons interested in the Trust and the Trust Advisor shall not be liable for the consequences of any reformation or for not having reformed the Trust. A reformation to this agreement shall be made in a written instrument signed by the Trust Advisor. The Trust Advisor shall deliver a copy of the reformation to the current beneficiaries and to the Trustee.

- 6.15. **Notarized or Acknowledged Writing:** A notarized or acknowledged document for the purposes of this Trust is one which meets the notarization requirements for filing with the recorder of deeds in the jurisdiction where signed.

- 6.16. **The Definition of Disability:** For the purposes of this Trust, a person shall be deemed disabled during any period when, in the opinion of the person's attending physician, the person

is incapacitated or disabled because of illness, substance abuse, age, or any other cause which results in the person's inability to effectively manage his or her person, property or financial affairs.

Alternatively, a person shall be deemed to be disabled upon the determination of a court of competent jurisdiction that the person is incompetent, incapacitated, or otherwise legally unable to effectively manage his or her person, property or financial affairs;

Or, alternatively, a person shall be deemed to be disabled upon the unexplained disappearance or absence of the person for a period of thirty days, or if the person is being detained under duress where the person is unable to effectively manage his or her property or financial affairs. Any person not seen or heard from by any of the descendants of a Settlor for a period of two years shall be presumed dead for the purposes of this Trust, and any contact shall require proof if any of the descendants claim to have heard from the relevant descendant.

- 6.17. **Rule Against Perpetuities:** The Trust shall continue until terminated as provided above, and no rule against perpetuities shall apply, except that the duration of any interest created by the exercise of a non-general power of appointment granted under this Agreement may be limited by Ohio law.
- 6.18. **Perpetuities Savings Clause:** Any Rule Against Perpetuities shall not apply to the provisions of this Trust to the extent permitted by law. However, in the event that any Trust share created by this Agreement shall terminate at any point in time due to judicial decisions or statutory requirements relating to any Rule Against Perpetuities or other equivalent limitation then the Trustee shall pay over, convey, and deliver the remaining Trust property then in the Trustee's possession to those persons entitled to receive the income therefrom in shares pro-rata to their income entitlement at the time Trust shares terminate.
- 6.19. **Spendthrift Provision:** No interest of any beneficiary under this Trust, in income or principal, shall be anticipated, alienated, encumbered or otherwise pledged or assigned. No such interest shall be subject to claims of such beneficiary's creditors, spouse, divorced spouse or others, nor to any receiver, Trustee or officer in bankruptcy or other court proceeding, nor to any execution or attachment nor to any legal, equitable or other proceeding relating thereto. If for any reason, except by the authorized act of the Trustee, such interest, but for this provision, would vest in or be enjoyed by any individual or entity other than as provided in this Agreement, such interest shall terminate. Thereafter the Trustee, in the Trustee's sole discretion, from time to time may, but shall not be obligated to pay to or expend for such person, such amounts of the income or principal as the Trustee, in the Trustee's sole and absolute discretion, shall deem proper, adding to the principal of the Trust or a Trust share any income not so used.
- 6.20. **Maintaining Property in Trust:** If, on the termination or final distribution of any Trust share created under this Agreement, such distribution is to be made to a beneficiary for whom a Settlor has created another trust or trust share, the Trustee shall make such distribution to such trust or trust share rather than being distributed outright to the beneficiary. The property

that is added to such trust or trust share shall be treated for purposes of administration as though it had been an original part of such trust or trust share.

- 6.21. **Resolution of Conflict:** Any controversy, other than as provided in Section 6.22 below, between the Trustee, beneficiaries, or third parties, in any combination, involving the construction or application of any of the terms, conditions, and provisions of the Trust shall, after consultation with by counsel for the Trustee, and unless the Trustee decides that other action is appropriate, on written request by any party to any party, be submitted to arbitration under state law or under the commercial rules of the American Arbitration Association. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator shall decide.
- 6.22. **Allocation of Costs Associated with Beneficiary Requests for Verifications, Accounting, Additional Appraisals and Documentation of Trustee Procedures:** The Settlers, and each of them, hereby state in this Section that the Settlers have given great consideration to their selection of Trustee and successor Trustee in the Trust and the Settlers hereby desire to give them broad latitude and discretion in the administrative and reporting matters associated with their responsibilities as Trustee of the Trust. Should any beneficiary make a request directly or indirectly which causes the Trustee to provide additional accounting, reporting, additional appraisals or other justifications for the performance of their duties as Trustee then said costs associated with said additional accounting, reporting, additional appraisals or other justifications shall be charged to the requesting beneficiary's distributive share, including but not limited to any legal or professional fees incurred by the Trustee associated therewith. Costs incurred directly or indirectly by the requesting beneficiary including but not limited to any associated legal or professional fees shall not be permitted as a Trust expense other than as charged to the requesting beneficiary's interest.
- 6.23. **No Contest – Contestant's Interest Terminated:** If any beneficiary under this Trust shall, singly or in conjunction with any other person, in any manner, directly or indirectly, attempt to contest or oppose the validity of this Agreement, including any permitted reformations thereto, or the validity of a deceased Settlor's will or living trust which leaves property to the Trust, or commences or prosecutes any legal proceedings to set aside this Agreement or any part thereof, or any such will or living trust, or asserts any claim (except a legally enforceable debt), statutory election, or any other right against a Settlor's estate or against Trust property, then in such event that person shall forfeit his or her share, cease to have any right or interest in the Trust property, shall forfeit all right to serve as Trustee, and shall be deemed to have predeceased the Settlers without descendants.
- 6.24. **Disclaimer of Beneficial Interest:** Should any person disclaim his or her interest, in whole or in part, in any Trust share created for his or her benefit in this Agreement, the result of which would be for that person to receive Trust property free of trust earlier than provided by the terms of the trust, then such disclaimer shall be ineffective.
- 6.25. **Changing the Trust Situs:** The Trustee shall have the right to change the situs of the Trust, including to a situs outside of this country. A change in situs shall be final and binding, and

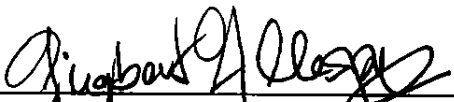
shall not be subject to judicial review. Upon such change, the Trustee shall have all the powers granted to fiduciaries under the statutes of such jurisdiction, and the administration of the Trust, other than the validity of the Trust provided in Section 6.26 of this Article shall be according to the rules of such jurisdiction, other than any rule that would enable a Settlor or the spouse of a Settlor to access the income or principal of this Trust.

- 6.26. **Applicable State Law:** The validity of the Trust shall be determined by reference to the laws of the State of Ohio. Questions with regard to the construction and administration of the various Trust shares contained in this Agreement shall be determined by reference to the laws of the state in which the Trust or Trust shares are then currently being administered, unless the Trustee changes the situs of the trust, in which case the Trust and any Trust shares shall be governed by the laws of the new situs.
- 6.27. **Construction:** Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context. The word "Trustee" shall include the above designated original Trustee and any successor Trustee acting as Trustee hereunder; pronoun references to Trustee herein are made in the neuter because it denotes a position as opposed to the gender of the then person or corporation acting as Trustee. "Taxes" include all interest and penalties imposed with respect to any tax, whether succession, estate, inheritance, income, or otherwise unless the context specifically requires that it be assigned a more limited meaning. Every pronoun in the third person includes corresponding pronouns in the third person of different genders or numbers or both, to the extent that the context permits. Whenever in any provision of this Agreement conferring power or authority upon the Trustee "and" or "or" is used in any series of words, phrases or clauses, it shall be construed as both conjunctive and disjunctive, the context permitting. Whenever it is provided that the Trustee "may" do something, no duty to do it is imposed; a wholly discretionary power is conferred. Every discretionary decision and action of the Trustee shall bind and be conclusive all interested persons. In determining what is "income" and when "income" is "earned", the Trustee shall be guided by principles of state fiduciary accounting principles rather than federal income tax law unless the context requires that a different approach be adopted.
- 6.28. **Headings of Articles and Sections:** The headings of Articles and Sections used within this Agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this Agreement.
- 6.29. **Notices:** All notices required to be given in this Agreement shall be made in writing either by personally delivering notice to the party requiring it and securing a written receipt, or by mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice. The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.
- 6.30. **Delivery:** For purposes of this Agreement "delivery" shall mean personal delivery to any party, or delivery by certified United States mail, return receipt requested, to the party making

delivery. The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received; or if not received, the date it would have normally been received via certified mail, provided there is evidence of mailing.

- 6.31. **Duplicate Originals:** The Settlers, or either of them, may sign one or more original copies of this Trust Agreement, each of which shall evidence the terms of the Trust Agreement. The destruction of one or more copies of the Trust Agreement shall not constitute the revocation or any modification of this Trust.
- 6.32. **Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement. The remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if the invalid provision had never been included in this Agreement.
- 6.33. **Independent Trustee:** As used in the Trust "Independent Trustee" shall mean a person or entity who is not one of the Settlers, who is not related or subordinate to the Settlers within the meaning of Section 672(c) of the Internal Revenue Code, who is not one of the beneficiaries of the Trust and who is not related or subordinate to any beneficiary of the Trust within the meaning of Section 672 (c) of the Internal Revenue Code.

IN WITNESS WHEREOF, We have executed this Agreement effective on the date set forth above.



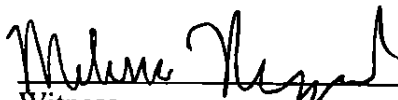
Siegbert A. Allespach, Settlor



Renate Allespach, Settlor



Witness



Witness

State of Ohio)
)ss.
County of Knox)

On December 13, 2011, before me, the undersigned, a Notary Public for this State, personally appeared Siegbert A. Allespach and Renate Allespach, who acknowledged its signing as the named signatories and to be their free act and deed for the purposes mentioned above.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year aforesaid.

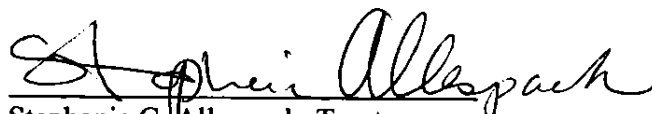


Notary Public, State of Ohio

The Trust created by the foregoing Agreement is accepted as of the date set forth above.



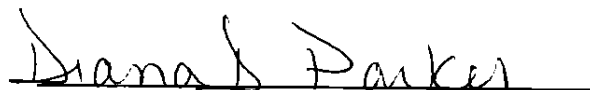
Edward A. Brown, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 R.C.


Stephanie C. Allespach, Trustee

State of Ohio)
)ss.
County of Delaware)

On 12/22, 2011, before me, the undersigned, a Notary Public for this State, personally appeared Stephanie C. Allespach, who acknowledged its signing as the named signatory and to be her free act and deed for the purposes mentioned above.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first written above.


Notary Public, State of



DIANA D. PARKER
Notary Public, State of Ohio
My Commission Expires March 4, 2015

Prepared by: Cooper, Adel & Associates, LPA
Thom L. Cooper
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