

**The ██████████ Family Fortress Trust**

**Dated**  
**November 14, 2023**

Instrument Prepared by:

**STAUFFENGER LAW FIRM**  
**3653 Darrow Road**  
**Stow, Ohio 44224**  
**330-865-7400**

# The Garr Family Fortress Trust

The [REDACTED] Family Fortress Trust (including any reformations thereto, the "Trust") is made on November 14, 2023, by and among [REDACTED] husband and wife, as Grantors (individually referred to herein as a "Grantor" and collectively, the "Grantors"), Trust Protector (defined below) and Trustee (defined below).

now therefore, Grantors establish this irrevocable trust, which shall be known as "The [REDACTED] Family Fortress Trust" and which shall be administered as follows:

## Article I Definitions

(A) *Terms.* All words not otherwise defined herein shall have the meaning set forth below:

1. Children - shall mean any person's present biological children, as well as any children born after the date of this Trust. In addition, such terms shall include any person legally adopted by an individual, before or after the date of this Trust, provided that he/she was adopted prior to attaining age eighteen (18) (except for a person adopted by a Grantor). This term shall not include any foster child, or any stepchild, unless legally adopted by such an individual in accordance with the above provisions. A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation. Such a term shall also include the term "Child".
2. Code - shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provision of any subsequent Federal tax law, together with any regulations, proposed regulations or temporary regulations relating thereto.
3. Death Taxes - shall mean any estate, transfer, excise, succession, inheritance, legacy, and other similar taxes (excluding any generation-skipping transfer tax, special valuation recapture taxes or marital deduction qualified terminable interest attribution) imposed by the Federal government or by any State, municipality, foreign government, or any other tax authority by reason of a

person's death (including any interest and penalties properly imposed thereon).

4. Deceased Grantor - shall mean the Grantor who does not survive the other Grantor.
5. Descendant - shall mean lineal descendants in any degree of the ancestor designated as well as any descendants born after the date of this Trust. In addition, such terms shall include any person legally adopted by such an individual, before or after the date of this Trust, provided that he/she was adopted prior to attaining age eighteen (18) (except for a person adopted by a Grantor). This term shall not include any foster child, or any stepchild, unless legally adopted by such an individual in accordance with the above provisions. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.
6. Firm - shall mean STAUFFENGER LAW FIRM.
7. Grantors - shall have the meaning set forth in the preamble.
8. Incapacitated - shall mean, if an individual (i) has an impairment in the ability to receive and evaluate information or make or communicate decisions even with the use of technological assistance, (ii) is detained (including, but not limited to, incarcerated in a penal system), (iii) is outside the United States and unable to return or (iv) has disappeared or is unaccountably absent. The determination as to whether an individual is incapacitated shall be made by Trustee (other than such individual), or, if none, by the successor Trustee, or, if none, by a majority of the beneficiaries (or in the case of minor and Incapacitated beneficiaries, their guardian or legal representative) then-entitled to income of this Trust. In making the determination regarding ***Subsection (i)*** above, such person(s) may rely conclusively upon (a) the written opinion of his/her primary care physician or any other two (2) board certified physicians (which certification is in the area of medicine most proximately related to the cause of impairment) stating that such individual "has an impairment in the ability to receive and evaluate information or make or communicate decisions even with the use of technological assistance." In making the determination regarding ***Subsections (ii), (iii) or (iv)*** above such person(s) may rely conclusively upon (a) the receipt of credible evidence of or (b) a written order from the court. To enable Trustee to obtain such opinions, each (i) Grantor, (ii) Trust Protector accepting his/her

appointment as Trust Protector and (iii) Trustee accepting his/her appointment as Trustee, hereby waive any patient-doctor privilege or other privacy claims relating to information in the possession of any physician or other person regarding such individual's mental or physical condition. Such term shall also include the term "Incapacity".

9. **Non-Permitted Beneficiary** - shall mean (i) either Grantor, (ii) a Grantor's Spouse, (iii) the estate of a Grantor, (iv) the estate of a Grantor's Spouse, (v) a Grantor's creditors, (vi) the creditors of a Grantor's Spouse or (vii) any State or Federal governmental agency.
10. **Per Stirpes** - shall mean, notwithstanding any State's law to the contrary, that whenever Trustee is directed to distribute property to an individual "per stirpes" or Children/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 Children in the same manner.
11. **QSST Share** - shall have the meaning set forth in ***Article X (H)***.
12. **Retirement Plan** - shall mean any plan, account, annuity or trust, the primary purpose of which is to provide for the economic benefit of the participant or beneficiary during retirement, whether such plan, account, annuity, or trust is qualified under sections 401, 403, 408 or 408A of the Code.
13. **Secondary Needs** - shall mean the requisites for maintaining the good health, safety, and welfare of an Incapacitated beneficiary when, in the discretion of Trustee, such requisites are permissible under law (and not because of the existence of this Trust) and are not being provided by any office, department or agency of the State or Federal government.
14. **Spouse** - shall have the meaning set forth in ***Article II (A)***.
15. **Surviving Grantor** - shall mean the living Grantor who survives the Deceased Grantor.
16. **Trust** - shall have the meaning set forth in the preamble.

17. Trust Protector - shall have the meaning set forth in ***Article VI (A)***.
18. Trustee - shall have the meaning set forth in ***Article VII (A)***.

## **Article II**

### **Family**

- (A) *Spouse.* Grantors are a married couple. Notwithstanding any provision herein to the contrary, the "spouse" of an individual, shall be determined for all purposes hereunder at the time in question and shall be defined as provided in this ***Subsection ("Spouse")***. If such individual is living at the time in question, the Spouse of such individual shall be the person whom such individual is legally married to and not legally separated from at the time in question. If such individual is not living at the time in question, the Spouse of such individual shall be the person whom such individual was legally married to and not legally separated from at such individual's death. For all purposes hereunder, including but not limited to distributions and serving as a fiduciary, any person who previously qualified as the Spouse of an individual but does not so qualify at the time in question shall be deemed to have predeceased such individual and, unless specifically provided herein to the contrary, all parents, siblings, and Descendants of such deemed deceased person (specifically excluding Descendants who are also Descendants of such individual) shall be deemed to have predeceased such individual.
- (B) *Children.* Grantors have the following Children: [REDACTED] [REDACTED] Any reference herein to "Grantors' Children" shall include any Children listed above and any individual who is a member of the class of individuals who qualify as either Grantor's "Children" pursuant to the definition provided in ***Article I*** of this Trust.

## **Article III**

### **Declaration of Trust**

- (A) *Creation.* The trust declaration is made in Cuyahoga County, Ohio, by and between Grantors, Trust Protector and Trustee. Grantors hereby declare with this instrument the establishment of an irrevocable trust in accordance with the terms set forth herein.
- (B) *Funding.*
1. **Initial Funding.** Grantors hereby irrevocably transfer and assign all rights, title, and interest in the property transferred by deed or

otherwise transferred to the Trustee concurrent with its execution, and Trustee hereby acknowledges the receipt thereof. Grantors have not retained either the possession or enjoyment of, or the right to income from, or the use of such trust property. Grantors shall have no right, title, or interest in the income or the principal of this Trust and Trustee is specifically prohibited from distributing any of the Trust income and/or principal to either Grantor.

2. **Additional Funding.** Unless otherwise explicitly specified herein, Grantors or any other person shall have the right to transfer at any time, additional assets to Trustee (including naming the Trustee as a beneficiary to receive the proceeds of any insurance policies) to be administered in accordance with the terms and provisions contained in this Trust; provided that Trustee retains the right to disclaim or refuse such property pursuant to Trustee's powers explicitly set forth herein.

(C) **Purpose.** This ***Subsection*** states some of the Grantors' purposes in creating this Trust, and all provisions of this Trust shall be construed so as best to affect such purposes.

1. This Trust is organized to (i) control family assets for the family members other than either Grantor who have no interest in the property held by the Trust, (ii) consolidate fractional interests in family assets, (iii) establish a method by which transfers may be made without fractionalizing family assets, (iv) continue the ownership of family assets for future generations, (v) minimize taxation, (vi) 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 this Trust or Trustee to be considered a dealer in real or personal property or an association taxable as a corporation for federal income tax purposes and (vii) do all things that are necessary, incidental or convenient to the items listed above.
2. It is the intent of Grantors to create a "Grantor's Trust" pursuant to Code (§ 674(a)) and to transfer ownership of particular assets to the Trust beneficiaries without the associated burden of income taxes that may accompany such ownership. Grantors specifically retain no right of reimbursement, whether provided in local law or otherwise, for income taxes attributable to income taxed to Grantors but not distributed to them.

- (D) *Irrevocability.* Upon execution by all the parties hereto, this Trust shall become irrevocable, and Grantors shall have no power to remove trust property, revoke this Trust or amend this Trust document.

## Article IV During Grantors' Lives

- (A) *Beneficiaries.* The beneficiaries of this Trust while either Grantor is alive shall be any Descendants of either Grantor, Per Stirpes or as either Grantor shall appoint by written notice delivered to the Trustee during the life of either Grantor (including, but not limited to, any limited power of appointment).
- (B) *Expenses.* Unless restricted elsewhere in this Trust, the Trustee may pay from the trust estate any of the legally enforceable debts, costs, charges, and other expenses of administration for this Trust.
- (C) *Distributions.* Subject to **Article VIII (BB)** below, the Trustee shall administer the Trust property for the benefit of the beneficiaries as long as either Grantor is alive as follows:
1. *income.* The Trustee shall pay, in his/her sole, absolute, and uncontrolled discretion, to, or for the benefit of, the beneficiaries, so much or all the net income (after deducting any of the applicable expenses described in **Subsection (B)** above) of this Trust. The Trustee shall add to the principal any income not so distributed.
  2. *principal.* The Trustee shall pay, in his/her sole, absolute, and uncontrolled discretion, to, or for the benefit of, the beneficiaries, so much or all the principal (after deducting any of the applicable expenses described in **Subsection (B)** above) of this Trust. Trustee may discriminate in distributions of principal among beneficiaries without a later requirement to ensure such distributions equal all beneficiaries' applicable shares. As such, Trustee may distribute a larger share of the Trust property to any beneficiary (even up to the entire amount of the Trust's property) and any such distributions shall not be treated as a portion of any beneficiary's share or rights hereunder. Trustee shall not be required to be reimbursed by such beneficiary for any amount in excess of such beneficiary's share hereunder.

**Under no circumstances may a Trustee distribute any income or principal to a Non-Permitted Beneficiary. The Trustee shall not have a fiduciary duty to sell any real property held by this Trust to meet the distributions set**

forth above and is expressly relieved of any liability in connection therewith.

- (D) *Residence.* Notwithstanding any provisions to the contrary, the Grantors, retain the right to occupy the Grantors' primary residence owned by the Trust, in contemplation of qualifying for both the "Homestead Exemption" and "Owner-Occupier Credit" reductions for real property taxes assessed on said real property, for so long as either Grantor continues to permanently reside therein, after which time this right to occupancy will end. This provision shall in no way be construed as an intent to create a life estate in the Grantors nor to enter into a life lease.

If both Grantors cease to use such property as a residence, the Trustee may, in their sole and absolute discretion, continue to hold such property as an investment or sell it. Trustees may purchase or acquire substitute property or properties to be used by the Grantors for residential purposes. Any substitute property purchased shall be part of the principal of this Trust.

Grantors shall not be required to pay rent for such property but will be responsible for and required to pay all the expenses of the maintenance of the property, including taxes, insurance, utilities, mortgage payments and normal costs of upkeep of the property.

## Article V Death of a Grantor

- (A) *Expenses & Encumbrances.* After the death of Surviving Grantor and unless restricted elsewhere in this Trust, the Trustee may pay from the trust estate any of the legally enforceable debts, costs, charges, and other expenses of administration for the Trust. In the event that any property, or interest in property passing under this Trust, by operation of law, or otherwise by reason of a Grantor's death, shall be encumbered by mortgage or lien, or shall be pledged to secure any obligation, it is the intention of each Grantor that the indebtedness shall not be charged to or paid from Grantors' trust estate, but that the devisee, legatee, joint owner taking by survivorship, or beneficiary receiving the property or interest shall take it subject to all encumbrances existing thereon at the time of such deceased Grantor's death.
- (B) *Personal Property.* Upon the death of Surviving Grantor, the Trustee shall distribute the tangible personal property (including without limitation silver, clothing, automobiles, collections, furniture and furnishings and any

insurance policies thereon) of the trust estate in accordance with any memorandum written, dated, and signed by either Grantor directing the distribution of such personal property. Any such memorandum shall be incorporated by reference into this Trust (including, but not limited to, any limited power of appointment). Should Grantors leave multiple memoranda which conflict as to the disposition of the personal property, that memorandum which is last dated shall control as to those items which are in conflict. If Grantors leave no such written memorandum, all such tangible personal property shall be distributed pursuant to ***Subsections (C) & (D)*** below.

- (C) *Specific Bequests.* Upon the death of the Surviving Grantor, following any specific distributions described in ***Subsection (B)*** above, the following shall be divided into separate shares from the trust estate and immediately distributed outright and free of trust, with respect to the following beneficiaries or as Surviving Grantor shall appoint by (i) will or (ii) other writing delivered to Trustee during the life of a Grantor (including, but not limited to, any limited power of appointment): None
- (D) *Residuary Estate.* Upon the death of the Grantor, the remaining undistributed and accumulated income and principal of the trust estate, following any specific distributions described in ***Subsections (B) & (C)*** above, shall be divided into separate shares and distributed outright and free of trust among any Descendants of either Grantor, Per Stirpes or as Surviving Grantor shall appoint by (i) will or (ii) other writing delivered to Trustee during the life of a Grantor (including, but not limited to, any limited power of appointment).
- (E) *Postpone Distributions.* Notwithstanding anything contained herein to the contrary, the Trustee shall have the power to postpone any distribution of principal required to be made a beneficiary, upon receiving such beneficiary's written request, if Trustee, in Trustee's sole discretion, determines, there is a compelling reason to postpone such distribution, such as the beneficiary's serious disability, a pending divorce, potential or pending creditor claims (possibly relating to such distribution), a serious tax disadvantage to such beneficiary (or such beneficiary's family) if such distribution were made, or similar substantial causes. Any such postponement may be continued by the Trustee, in whole or in part, up to and including the entire lifetime of the beneficiary. During the period of any such postponement, Trustee may pay to, or for the benefit of, a beneficiary such amounts from the income and principal of such beneficiary's share as Trustee deems necessary or advisable in the Trustee's sole and absolute discretion to be in the best interests of such beneficiary. The Trustee shall accumulate and add to the principal, at least

annually, any net income not so paid to the applicable beneficiary. If a beneficiary dies before receiving all the assets in his/her entire Beneficiary Trust due to a postponed distribution, such distribution shall be made to the estate of such beneficiary.

- (F) *Gift & Distribution Failures.* Unless specifically stated otherwise in this Trust, if a distribution and/or gift to any of the named beneficiaries under this Trust is not possible due to the beneficiary's death without Descendants, then that beneficiary's distribution and/or gift shall be equally divided among the remaining beneficiaries in the manner described in the applicable ***Article***. If a distribution and/or gift to the remaining beneficiaries is not possible, the Trustee shall then distribute such distribution and/or gift per the laws of descent and distribution as they apply to the Surviving Grantor in his/her State of domicile.

Notwithstanding anything contained in this Trust to the contrary, no distribution may be made under this ***Article*** to a Non-Permitted Beneficiary, nor shall a distribution be made that would (a) result in any economic benefit to a Non-Permitted Beneficiary or (b) discharge or reduce any legal obligation of a Non-Permitted Beneficiary.

## Article VI Office of Trust Protector

- (A) *Appointment.* Upon the initial funding of this Trust, the Grantors hereby appoint Len Stauffenger ("Trust Protector") to serve as Trust Protector hereunder. Trust Protector shall serve until such time as he/she may resign, be removed, or replaced by the Grantors (or surviving Descendants of both Grantors, if applicable) as described below. Any serving Trust Protector hereunder must be an attorney, law firm, certified public accountant, or accredited fiduciary. Upon no circumstances may the Grantors, Trustee, a named successor Trustee or any beneficiary serve as Trust Protector. In addition, no person who is related or subordinate to any Grantor (within the contemplation of Code (§ 672(c))) may be appointed as a Trust Protector.
- (B) *Successor Trust Protector.* During any period that any Trust Protector subsequently, dies, resigns, becomes Incapacitated or is otherwise unable or unwilling to serve as a Trust Protector hereunder, a member of the Firm, or successor in interest, shall be appointed successor Trust Protector and such appointment shall become effective and replace the then-acting Trust Protector upon the execution of the Successor Trust Protector Acknowledgment (see Exhibit A) and such person or entity shall

immediately become the new-acting Trust Protector hereunder. In the event no successor Trust Protector is available at the Firm to make such appointment, a majority of the beneficiaries (excluding minor and Incapacitated beneficiaries) then-eligible to receive mandatory or discretionary distributions of income under this Trust shall name a new Trust Protector. If such beneficiaries cannot agree, a new Trust Protector shall be appointed by the probate court in the jurisdiction where Grantors reside or resided immediately prior to the Surviving Grantor's death.

Any successor Trust Protector, whether corporate or individual, shall have all the rights, powers, and privileges, and be subject to all the obligations, restrictions, and duties, both discretionary and ministerial, as given to the prior Trust Protector. No successor Trust Protector shall (i) be required to examine the accounts, records, and acts of any previous Trust Protector and (ii) in any way be responsible for any act or omission to act on the part of any previous Trust Protector.

- (C) *Removal.* Trust Protector may be removed or replaced by a Grantor. Upon the death of the Surviving Grantor, Trust Protector may be removed and replaced by a majority of the current beneficiaries (or in the case of minor and Incapacitated beneficiaries, their guardian or legal representative) then-eligible to receive mandatory or discretionary distributions of income under this Trust. This right of removal and replacement shall be recurring and shall not be exhausted by the single exercise thereof.
- (D) *Resignation.* Trust Protector may resign at any time from this Trust by giving thirty (30) days prior written notice to Grantors or in the absence of a living or non-Incapacitated Grantor, to the (i) successor Trust Protector (if any), (ii) the Firm and (iii) the beneficiaries then-eligible to receive mandatory or discretionary distributions of income under this Trust. The resignation shall be effective upon the execution of the Successor Trust Protector Acknowledgment (see Exhibit A) by the successor Trust Protector in accordance with **Subsection (B)** above.
- (E) *Incapacitation.* If any Trust Protector is deemed to be Incapacitated, the appropriate successor Trust Protector shall assume the duties as Trust Protector, upon the execution of the Successor Trust Protector Acknowledgment (see Exhibit A) by the successor Trust Protector in accordance with **Subsection (B)** above; provided, however, such Incapacitated Trust Protector shall reassume the duties as Trust Protector after providing written notice and proof to the then-acting Trust Protector that he/she is no longer Incapacitated.

- (F) *Bond Waiver.* No Trust Protector, including non-residents, shall be required to post bond, surety, or security in any jurisdiction for any purpose.
- (G) *Compensation.* Any individual acting as Trust Protector may be paid reasonable compensation from the trust estate during each calendar year for all ordinary services. This compensation may be made without the approval of any beneficiaries. Trust Protector may also be paid additional compensation for any extraordinary services with appropriate documentation and approval of a majority of the current beneficiaries of the relevant **Article** of this Trust. If Trust Protector serves for only part of a calendar year, the individual Trust Protector shall pro-rate the annual compensation. A Trust Protector of the Firm does not charge an annual fee to serve as Trust Protector under this Trust; provided, however, any action required to be taken by such Trust Protector pursuant to the obligations hereunder will be billed to the Trust in a manner consistent with the Firm's hourly billing practices.
- (H) *Reformation Power.* Despite this Trust being irrevocable, Grantors are aware that there may be (i) advantageous changes to State and Federal law or other advantages (including, but not limited to, the authority to alter the administrative and investment powers of Trustee) and (ii) ambiguities (including scrivener errors) contained herein which might otherwise require court construction or reformation to be rectified. Therefore, Trust Protector is given the limited authority to reform this Trust to avail the beneficiaries of such advantages and clarification. Unless otherwise explicitly stated herein, in no case may Trust Protector reform this Trust in such a way that a Non-Permitted Beneficiary (a) could hold any power or discretion, (b) receive any distributions of income or principal from this Trust or (c) decrease the share any beneficiary of the Trust would otherwise receive. Any such action taken by Trust Protector in good faith shall be conclusive on all persons interested in the Trust and Trust Protector shall not be liable for the consequences of any such action or inaction. Any such change to this Trust shall be made in a written instrument signed by Trust Protector. Trust Protector shall deliver a copy of such document to the beneficiaries and Trustee.
- (I) *Exoneration.* No Trust Protector shall be liable to any person interested in this Trust for any act or default unless it results from such Trust Protector's bad faith, willful misconduct, or gross negligence. A Trust Protector who is appointed under the terms of this **Article** shall have no duty to monitor this Trust to determine whether he, she or it should (i) take or not take any action permitted by the terms of this Trust or (ii) exercise any of the

powers and discretions conferred under this Trust. Further, Trust Protector 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 Trust Protector shall be in the sole, absolute and uncontrolled discretion of Trust Protector and shall be binding and conclusive to all persons. Trust Protector is not required to exercise any power or discretion granted under this Trust or to take any action which may be requested by a person who has an interest in this Trust. Absent bad faith, willful misconduct, or gross negligence on the part of Trust Protector, Trust Protector is exonerated from any and all liability to any person (a) for the acts or omissions of any fiduciary or any beneficiary hereunder or (b) arising from any exercise or non-exercise of the powers and discretions conferred on Trust Protector hereunder. Trust Protector shall be indemnified by the Trust to the fullest extent permitted by law and any legal fees or other expenses incurred in Trust Protector's duties and capacity hereunder shall be paid by Trustee from this Trust at the time they are incurred to provide Trust Protector with the funds to respond as needed to any legal actions. Any action taken or not taken by the Trust Protector pursuant to this Trust will only be in his/her capacity as an agent and employee of the Firm, not in his/her individual capacity.

## Article VII Office of Trustee

- (J) *Appointment.* Grantors hereby appoint [REDACTED] and [REDACTED] as Co-Trustees under this Trust. Upon [REDACTED] death, resignation, Incapacitation or if they are otherwise unable or unwilling to serve as Trustee hereunder, [REDACTED] shall act as Successor Trustee.
- (K) When an individual or entity is actively serving as a trustee or co-trustee under any of the **Articles** of this Trust, such individual(s) or entity(ies) shall be referred to herein, separately, or jointly (if applicable), as "Trustee". Each person listed above hereby agrees to act as Trustee and abide by the terms and conditions of this Trust. No individual who is acting as Trustee hereunder may participate as Trustee or otherwise in any decisions of Trustee with respect to any discretionary distribution of income or principal of any trust created hereunder to any other person to whom such individual owes a legal obligation. The corporate Trustee, if one is then-acting, shall have custody of all intangible assets held in the trust estate.

1. Any individual Trustee may delegate to another co-trustee the power to exercise any or all powers granted to the delegating co-trustee in this Trust, if allowed by law, and the delegating co-trustee may revoke such delegation at will. The delegation of any such power, as well as any revocation, shall be evidenced in writing by the delegating co-trustee. If any such delegation is in effect, any of the delegated powers may be exercised by the co-trustee receiving such delegation with the same force and effect as if the delegating co-trustee had joined in the exercise of such power.
  2. Co-trustees may act separately or jointly to take any action authorized by this instrument; provided that a majority of acting Trustee approval shall be required when there is an acting corporate Trustee; provided further that in the event an individual Trustee and a corporate Trustee are evenly divided, the decision of the individual Trustee shall control. No non-participating or dissenting Trustee shall be liable on account of any action of the participating Trustee(s).
  3. If an individual Trustee does not approve or disapprove any action recommended by the corporate Trustee within fifteen (15) days after mailing of a written request to do so, the corporate Trustee may conclusively presume that such recommendation was approved and proceed with the recommended action. If an individual Trustee disapproves a recommendation twice in writing, the corporate Trustee shall have no duty to make the recommendation again.
  4. If a co-trustee subsequently dies, resigns, becomes Incapacitated or is otherwise unable or unwilling to serve as a co-trustee, the remaining co-trustee may or may not fill the vacancy, as he/she chooses.
- (B) *Successor Trustees.* During any period that any Trustee subsequently dies, resigns, becomes Incapacitated or is otherwise unable or unwilling to serve as a Trustee hereunder, the applicable successor Trustee listed under ***Subsection (A)*** above, if any, shall become effective and replace the then-acting Trustee upon executing the Successor Trustee Acknowledgment (see Exhibit B) and such person or entity shall immediately become the new acting Trustee for the applicable trusts hereunder. In the event no successor Trustee is available, a majority of the beneficiaries (or in the case of minor and Incapacitated beneficiaries, their guardian or legal representative) then-eligible to receive mandatory or discretionary distributions of income under this Trust shall name a new Trustee.

Any successor Trustee, whether corporate or individual, shall have all the rights, powers, and privileges, and be subject to all the obligations, restrictions, and duties, both discretionary and ministerial, as given to the prior Trustee. No successor Trustee shall (i) be required to examine the accounts, records, and acts of any previous Trustee and (ii) in any way be responsible for any act or omission to act on the part of any previous Trustee.

- (C) *Removal & Replacement.* Grantors hereby grant to Trust Protector the power to remove, name or rename a Trustee and/or successor Trustee with a person or corporation with fiduciary powers. Any acting Trustee shall be given written notice of removal signed by the Trust Protector. This right of removal and replacement shall be recurring and shall not be exhausted by the single exercise thereof.
- (D) *Resignation.* Any Trustee may resign at any time from this Trust by giving thirty (30) days prior written notice to (i) all living Grantors (if any), (ii) successor Trustee (if any) and (iii) the beneficiaries then-eligible to receive mandatory or discretionary distributions of income under this Trust. The resignation shall be effective upon the execution of the Successor Trustee Acknowledgment (see Exhibit B) by the successor Trustee in accordance with ***Subsection (B)*** above.
- (E) *Substitute Trustee.* If any Trustee is unwilling or unable to act as to any trust property, such Trustee shall designate, in writing, an individual, bank trust department, or trust company to act as a substitute trustee regarding such property. The property being administered by the substitute trustee, as well as the net income therefrom, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this Trust. Each substitute trustee shall exercise all the fiduciary powers granted by this Trust unless expressly limited by the delegating Trustee in the instrument appointing such substitute trustee or by any provision within this Trust. The delegating Trustee may remove the substitute trustee at any time (with or without cause) and any substitute trustee may resign at any time by delivering written notice to the delegating Trustee.
- (F) *Incapacitation.* If any Trustee is deemed to be Incapacitated, the appropriate successor Trustee shall assume the duties as Trustee, upon the execution of the Successor Trustee Acknowledgment (see Exhibit B) by the successor Trustee in accordance with ***Subsection (B)*** above; provided, however, such Incapacitated Trustee shall reassume the duties as Trustee after providing written notice and proof to the then-acting Trustee and Trust Protector that he/she is no longer Incapacitated.

- (G) *Third Party Reliance.* No person dealing with Trustee shall be obligated to inquire into the terms of this Trust or to see to the application of any money or property delivered to Trustee and may assume that the Trust is in full force and effect, that Trustee is authorized to act and that its act is in accordance with the provisions of this Trust.
- (H) *Bond Waiver.* No Trustee, including non-residents, shall be required to post bond, surety, or security in any jurisdiction for any purpose.
- (I) *Corporate Trustee Succession.* If any bank or trust company ever succeeds any corporate fiduciary serving as a Trustee hereunder, whether because of a name change or any other form of reorganization, or if such corporate fiduciary ever transfers all its existing business to any other bank or trust company, the successor shall thereupon, without any action being required, succeed to the trusteeship as if originally named.
- (J) *Compensation.* Any individual acting as a Trustee may pay himself/herself reasonable compensation from the trust estate during each calendar year for all ordinary services. Any corporate Trustee or entity shall pay itself on an annual basis according to the corporate Trustee's published fee schedule in effect from time to time or by written agreement with prior Trustee or a majority of the current beneficiaries (or in the case of minor and Incapacitated beneficiaries, their guardian or legal representative) then-eligible to receive mandatory or discretionary distributions of income under this Trust; provided that any such corporate Trustee shall be required to waive any termination fee, if it fails or ceases to act as Trustee (for any reason). Trustee may also pay himself/herself additional compensation for any extraordinary services with appropriate documentation and approval of a majority of the current beneficiaries (or in the case of minor and Incapacitated beneficiaries, their guardian or legal representative) of the relevant **Article** of this Trust. Trustee may be reimbursed from the trust estate for expenses reasonably incurred in the management, custody, and preservation of trust property.
- (K) *Exculpatory Clause.* No Trustee shall be liable to any person interested in this Trust for any act or default unless it results from such Trustee's bad faith, willful misconduct, or gross negligence.

## Article VIII

### Trustee Powers

Except as otherwise provided in this Trust, Trustee shall have the following powers and any others granted by law (including, without limitation, the Ohio Trust Code), without giving notice to any person or obtaining the consent of any beneficiary or any court order, to be exercised for the duration of this Trust and for a reasonable time after its termination as Trustee determines to be in the best interests of the beneficiaries:

- (A) *Fiduciary Role.* The primary duty of the Trustee is to see that no benefit inures either Grantor in any manner whatsoever, and that no power given to Trustee will be exercised in any manner that benefits either Grantor in any manner whatsoever. Trustee shall exercise all the powers in Trustee's fiduciary capacity and only in such capacity. Further, unless explicitly otherwise delineated in this Trust, 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 Trustee's fiduciary duties.
- (B) *Sale of Assets.* To retain, sell, exchange, assign, transfer, grant options in excess of six (6) months on, or otherwise deal with, property of any nature held in this trust estate, wherever situated, whether or not productive of income, at public or private sale(s), at such time and price and upon such terms and conditions (including for credit) as Trustee deems appropriate. Trustee will have the right to purchase from the trust estate (i) marketable securities at the market value as of the date of purchase and (ii) any other asset (a) at the appraised value, (b) at auction or (c) at any other value, including a lesser value, as all affected beneficiaries agree.
- (C) *Investments.* To invest and reinvest any money or property (including the use of margin accounts) comprising part or all of the trust estate, and to acquire from any beneficiary and other persons, any property, real or personal, and of any kind or nature, including without limitation: (i) any stocks, common or preferred, (ii) warrants, (iii) participations in common trust, mutual, and money market funds; (iv) securities issued by the United States, any State or municipality, or any agency or division of the United States, any State or municipality, (v) bonds (including, but not limited to, corporate and treasury bonds), (vi) debentures, (vii) bankers acceptances, (viii) commercial paper, (ix) certificates of deposit, (x) mortgages, (xi) foreign currencies, (xii) gold, silver, and other precious metals, (xiii) commodity and stock options for the purpose of hedging, but not for speculation, (xiv) real property, (xv) general and limited partnership interests, (xvi) interests in limited liability companies, (xvii) objects of art, coins, stamps, antiques, and other collectibles, (xviii) life estates and

remainder interests and (xix) interests in any of the foregoing, even though such investment is issued by or is an interest in Trustee and/or applicable successor Trustee or an affiliate of Trustee and/or applicable successor Trustee or an affiliated investment company. The Trustee shall invest and manage the funds of the Trust as a prudent advisor would, considering the purposes, terms, distributions, and other circumstances of the Trust. Further, in the making and retaining of investments, the Trustee will not be confined to the obligations or securities mentioned in any statute or rule of court for fiduciaries for the investment of funds.

- (D) *Life Insurance.* To (i) acquire and maintain life insurance policies on the life of any person, including a Trust beneficiary and (ii) exercise all rights of ownership granted to such policies.
- (E) *Voting.* To (i) vote by proxy or in person any security comprising part or all of this trust estate; to enter into pooling agreements and voting trusts, even though such action may involve delegation of authority, (ii) exchange or surrender securities, (iii) deposit securities with creditors', bondholders' or shareholders' committees or other protective groups and (iv) exercise all options, conversion privileges or subscription rights and powers with respect to securities.
- (F) *Real Property.* To acquire, hold, improve, develop, manage, sell, and otherwise deal with any real property comprising part or all of the trust estate in any manner and for any purpose that Trustee deems reasonably appropriate including, but not limited to, the discretion to (i) make real property covenants (including, but not limited to, general warranty covenants), (ii) subdivide any real property and to sign applications, maps or other documents desirable to implement division, (iii) create streets, (iv) create lot splits, (v) grant and dedicate, without receipt of consideration, any real property for streets or other public purposes, (vi) create restrictions, (vii) accept or grant easements or other rights or interests in real property, (viii) rezone any real property, (ix) construct, demolish, alter or repair buildings or other structures, (x) settle boundary lines, (xi) partition and to join with co-owners and others in dealing with real property, (xii) make repairs, replacements and improvements, structural or otherwise, to any such real estate, to insure against fire or any other risks, (xiii) lease real property for such term and on such provisions (with or without privilege of purchase) as Trustee deems appropriate, even though the term of the lease extends beyond the termination of either Grantor's estate and (xiv) charge any of the aforementioned expenses to the trust estate principal or income (or apportion the same between principal or income) as Trustee may deem reasonably appropriate.

- (G) *Abandonment.* To (i) abandon any property, real or personal, that Trustee considers to be worthless or not of sufficient value to warrant keeping or protecting, (ii) abstain from the payment of taxes, liens, assessments, repairs or maintenance of any such property, (iii) permit any such property to be lost by tax sale or other proceeding and (iv) convey any such property for a nominal consideration or without consideration.
- (H) *Property Insurance.* To (i) effect insurance upon any of the trust property or interests in such amounts and upon such terms as Trustee deems appropriate, (ii) sign any application for any insurance, any representation of the condition and value of property, any agreements, promissory or premium notes, or other instruments or documents, (iii) surrender, rescind and procure to be canceled and annulled any policy or policies of insurance Trustee may obtain, or by Grantors obtained, and on such cancellation or expiration of any policy to collect and receive any dividends, return premium, or deposit that may be due or payable, and on receipt to execute and deliver full release and discharge and/or (iv) assign and transfer any policy upon any of the trust property.
- (I) *Environmental Assessments.* With respect to any asset owned by, to be added to or acquired by the Trust, in which the Trustee has or will have an interest or management responsibilities (including, but not limited to, real property and closely held entities), to (i) inspect and conduct environmental assessments and monitor for existing or potential environmental damage and for compliance with all environmental laws and regulations, (ii) prevent or remediate environmental damage, whether or not governmental or private action is pending or threatened and (iii) abandon, disclaim, or refuse to accept any property that the Trustee in good faith believes may have environmental damage; provided that the decision to take any action or refrain from taking any action pursuant to this Subsection shall be in the sole discretion of the Trustee and shall be conclusive on all beneficiaries, now in-being or hereafter born, and any costs relative to any such actions shall be paid from trust assets. The Trustee shall not be liable to any beneficiary or to any other party for any claim against the trust or depreciation in value resulting from any such environmental matter.
- (J) *Natural Resources.* To deal with any interest in oil, gas, mineral, timber or farming operations or investments in any form and in any manner, the Trustee deems reasonably appropriate.
- (K) *Business Interests & Operations.* To (i) carry on, as a sole proprietor, general or limited partner, shareholder, member, joint ventures or other ownership capacity, any new or existing enterprise for such time as the

Trustee considers best without any duty to comply with any statute or rule of law dealing with the operation, sale, liquidation or investment of funds in business enterprises by a fiduciary), (ii) reorganize, recapitalize, restructure or otherwise alter any corporation, limited liability company, partnership or other entity, or to convert any entity into a different entity, (iii) serve with compensation as an agent, consultant, director, employee, independent contractor, officer or in any other capacity of any such enterprise without any duty to account for such compensation and (iv) contribute, invest, pledge or loan assets of the trust estate to any such enterprise. The Trustee shall not incur any liability for loss, waste, damage, or diminution in value, provided the Trustee exercises good faith and reasonable prudence. If this trust owns an interest in a partnership at the time of Surviving Grantor's death, Grantors hereby waive an inventory and appraisement of the assets of such partnership and the sale of interest in such partnership pursuant to the laws of jurisdiction.

- (L) *Tax Matters.* To (i) adjust, compromise, and otherwise dispose of all matters connected with Death Taxes and any other local, State or Federal taxes, (ii) execute closing agreements, waivers of the statute of limitations or any other waivers, agreements or instruments, (iii) give powers of attorney to attorneys or representatives and (iv) exercise or not exercise any election or option granted under the Code, even though such exercise or non-exercise decreases the trust estate or increases the tax liability of such trust estate or of any beneficiary.
- (M) *Disclaimer.* To (i) disclaim, release, or restrict the scope of any power held in connection with any trust created by the provisions of this Trust, including any administrative power, whether such power is expressly granted or implied by law, by a written instrument specifying the power to be disclaimed, released, or restricted and the nature of any such restriction and (ii) disclaim or refuse to accept any property or interest in property, in the sole discretion of Trustee, whose decision shall be conclusive on all beneficiaries, now in-being or hereafter born, and any costs relative to any such actions shall be paid from trust assets.
- (N) *Lending.* To lend money to any Trust beneficiary, the estate of a Trust beneficiary and to any other person (excluding a deceased Grantor's probate estate), on such terms and with such security, if any, as Trustee deems reasonably appropriate.
- (O) *Probate Estate.* To (i) purchase for cash any property of either Grantor's probate estate or (ii) exchange property of the trust estate for property in either Grantor's probate estate, in each case, at the fair market value without being liable for any loss.

- (P) *Borrowing.* To borrow in the name of the trust estate such sums for such periods and on such terms as the Trustee deems reasonably appropriate, including the right to borrow from a corporate Trustee or an affiliate of a corporate Trustee, and to secure any loan by deed of trust, mortgage, or pledge. No lender will be bound to see to or be liable for the application of the proceeds, unless otherwise expressly agreed. The Trustee will not be personally liable for any loan, but each loan will be payable only out of the assets comprising the trust estate.
- (Q) *Mortgages.* To (i) reduce the interest rate on any mortgage, (ii) consent to the modification or release of any guaranty of any mortgage, (iii) continue mortgages upon and after maturity with or without renewal or extension and (iv) foreclose any mortgage and to purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.
- (R) *Claims & Contracts.* To enforce, compromise, abandon, settle or adjust any claim or demand by or against the trust estate and to agree to any rescission or modification of any contract or agreement; provided, however, Trustee shall not pay any claims barred by a statute of limitations.
- (S) *Litigation.* To (i) commence, prosecute, discontinue or defend litigation with respect to the trust estate, (ii) seek the assistance of the courts in all matters affecting the trust estate, including, but not limited to, accountings and disclaimers on behalf of the trust estate and (iii) defend, at the expense of the trust estate, any contest or other attack of any nature on the validity of this Trust or of its terms and provisions.
- (T) *Retirement Plans.* To deal with the trustees of any Retirement Plan, or the payers of any individual Retirement Plan, under which the Trust is designated a beneficiary, and to elect optional payment methods available to Trustee under any such Retirement Plan (even if such payment resulted in a penalty tax or fee imposed because of early withdrawal of funds; provided that the Trustee determined such withdrawal is necessary or in the best interest of the Trust and/or beneficiaries). Also, the Trustee shall have the power to (i) change custodians and investment advisors of the Retirement Plans, (ii) provide directives for the investment and management of such accounts and (iii) convert certain IRAs held by the Trust to Roth IRAs as such accounts are defined under the Code (§ 408A).
- (U) *Accounts.* To (i) open and maintain checking, savings and time deposit accounts with any financial institution or brokerage house, wherever located, and even though such institution or brokerage house is Trustee or an affiliate of Trustee, (ii) grant third parties access to any such accounts,

- (iii) name agents as additional signors and/or signatories on any such account and (iv) deposit to the credit of any such account funds comprising any trust estate, whether or not such funds earn interest.
- (V) *Agents.* To (i) employ accountants, attorneys, brokers, custodians, investment counsel, investment managers, and other agents, even if such agent is Trustee or an employee of or otherwise associated with Trustee, (ii) appoint investment managers to manage all or any part of the assets of the trust estate and to delegate to such manager or managers investment discretion, including the power to acquire and dispose of trust estate assets, (iii) act as a broker or dealer to execute transactions, including the purchase of any securities distributed, underwritten or issued by Trustee or any entity affiliated with Trustee, at reasonable commission rates, mark-ups or concessions and (iv) pay reasonable compensation to all such persons, whether from income or principal, as Trustee will decide, without reducing any compensation paid to Trustee.
- (W) *Document Execution, Delivery & Management.* To (i) execute and deliver agreements, assignments, bills of sale, contracts, deeds, notes, powers of attorney, receipts, tax returns and other instruments that the Trustee considers advisable for the advantageous administration of the trust estate or for the exercise of any right or discretion conferred upon the Trustee, (ii) take and give custody of any documents and papers, including, but not limited to, either Grantor's will, this Trust, codicils, other trust instruments, deeds, leases, insurance policies, contracts and securities, (iii) disclose or refuse to disclose any of Grantors' documents and papers and (iv) obtain and release or deny information or records pertaining to Grantors.
- (X) *Transactions with Executor.* To freely contract financial transactions between the Trustee and the executor(s) of either Grantor's estate, such as the purchase and sale of assets and the making of loans, secured and unsecured, notwithstanding each office being held by the same person and apparent conflicts of interest. The Trustee may rely upon the written request of a deceased Grantor's executor for payments otherwise authorized under this Trust and the amounts included therein without computing the sums involved and shall have no duty to inquire into the application of such payments. The Trustee may accept distributions from a deceased Grantor's executor without obligation to review the records of such executor.
- (Y) *Power of Appointment.* To exercise any power of appointment given to a Grantor, whether by will or by trust agreement unless explicitly stated otherwise.

- (Z) *Safe Deposit Box.* To have access to any safe deposit box of either Grantor (whether the box is held in a Grantor's name alone or jointly with others) wherever located, and to remove the contents and surrender the box on such Grantor's behalf, if necessary. Any institution in which a safe deposit is located is not liable to such Grantor or his/her Descendants or estate for permitting Trustee to exercise this power.
- (AA) *Trustee Name.* To hold securities or other property, with or without disclosure of any fiduciary relationship (or in bearer form) (i) in Trustee's name as Trustee under this Trust, (ii) in Trustee's own name or (iii) in the name of a nominee, provided that Trustee shall be liable for any wrongful act of any such nominee. Also, Trustee may hold securities unregistered in such condition that ownership will pass by delivery.
- (BB) *Limitations.* Notwithstanding anything contained in this Trust, prior to the death of Surviving Grantor, a Trustee who is not a Grantor shall not take any of the following actions without first obtaining prior written approval of Trust Protector:
1. the sale, transfer, distribution pursuant to **Article IV** or pledge of any Trust property of an amount in excess of twenty-five thousand dollars (\$25,000) in any calendar year;
  2. the sale, transfer, distribution pursuant to **Article IV**, mortgage, lease, encumbrance or pledge of any real property;
  3. the distribution pursuant to **Article IV** of income or principal in excess of five percent (5%) of the Trust property on an annual basis;
  4. any distribution pursuant to **Article IV** to a beneficiary serving as a Trustee, in excess of what is needed for such beneficiary's health, maintenance, support and education, according to his/her standard of living, giving due regard to the income available to such person from all sources; and
  5. a change of beneficiary designation for any life insurance, annuity, or Retirement Plan in which the Trust is the owner.

## **Article IX**

### **Trustee Accounting & Distributions**

- (A) *Accounting.* Upon the written request of a beneficiary then-eligible to receive mandatory or discretionary distributions of income from a trust

hereunder or the Trust Protector, the Trustee will furnish such beneficiary with an accounting showing the receipts, disbursements, and inventory of the trust since the most recent accounting for such trust or, if there is no prior accounting, from the date on which the Trustee assumed his duties as acting Trustee hereunder. Trustee's delivery of such accounting shall be a complete protection of Trustee as to all matters and transactions stated or shown by the accounting unless a beneficiary transmits a written objection to the accounting within a period of ninety (90) days of receipt. To the extent permitted by law, any adult beneficiaries' failure to object to the accounting pursuant to the terms above shall bind minor and contingent remainder interests. Notwithstanding the above, no Trustee is required to furnish accountings more often than semi-annually but may do so voluntarily. No Trustee will be required to file accountings in any court or with any public official.

With the approval of the beneficiaries then-eligible to receive mandatory or discretionary distributions of income from a trust hereunder, a successor Trustee may accept the accounting rendered by, and the property received from, a predecessor Trustee without incurring any liability for so doing and without any duty to audit, review, inquire into or otherwise investigate the actions or accounts of any predecessor Trustee. All the Trustee's fees and expenses (including reasonable attorneys' fees) attributable to any such accounting and approval shall be paid by the Trust.

- (B) *Irrevocable Grantor's Trust.* For income tax purposes, this Trust shall be treated as an irrevocable "Grantor's Trust" pursuant to the Code (§ 674).
- (C) *Distributions – Power of Appointment.* In determining whether any testamentary power of appointment has been exercised, Trustee may rely on an instrument admitted to probate in any jurisdiction as the will of the donee of such power. If Trustee has no written notice of the existence of such a will within three (3) months after the death of the donee of the power, Trustee may assume that the donee died intestate. This Subsection shall not limit any right of any person against anyone to whom the Trustee has distributed property in reliance thereon.
- (D) *Distributions – Broad Powers.* Unless otherwise provided in this Trust, the Trustee shall have the power to make payments, distributions, and divisions of property in cash or in kind based on fair market values at the time of such payment, distribution, or division. In taking any of the aforementioned actions, Trustee shall also have the power to (i) allot undivided interests in property and to allocate different kinds or disproportionate shares of property or interests therein without adjustment with respect to disproportionate allocations of unrealized gain

or loss for Federal income tax purposes, (ii) make elections and allocations allowable under Chapter 13 of the Code in Trustee's sole, absolute and uncontrolled discretion and (iii) make these and other elections, including other elections which Trustee may make under the tax laws, as Trustee deems proper without adjustment between principal and income; provided that Trustee's exercise of any and all such powers shall be binding on all beneficiaries.

- (E) *Common Fund Powers.* For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may: (i) hold the several trusts created under this agreement as a common fund, if appropriate (ii) make joint investments with respect to the funds comprising the trust property and (iii) enter into any transaction authorized by this Trust with fiduciaries or other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciary is also a Trustee.

(F) *Generation-Skipping Tax.*

1. Allocation. If a trust hereunder would be partially exempt from generation-skipping tax by reason of an allocation of generation-skipping tax exemption to it, before the allocation Trustee, in its discretion, may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from generation-skipping transfer tax. The two separate trusts shall have the same terms and conditions as the original trust except that the Trustee, in its discretion, may make discretionary distributions of income and principal otherwise provided for under the original trust, wholly or partially, from either trust, after considering the taxation (including, without limitation, income, gift, estate and generation-skipping taxes) of any such distributions. Notwithstanding any other provision of this instrument, the Trustee shall not add any property that would otherwise be exempt from generation-skipping tax to property that is subject, in whole or part, to generation-skipping tax but shall instead hold such exempt and non-exempt property as two separate trusts.
2. Payment. If any distribution, other than a distribution made pursuant to a power of withdrawal or appointment, is a taxable distribution for generation-skipping tax purposes, the Trustee may, out of the principal of such trust from which the distribution is made, either pay any tax attributable to the distribution or increase the distribution to the extent determined by the Trustee to be

- sufficient to enable the distributee to pay any such tax. In the event of a taxable termination for generation-skipping tax purposes, the Trustee shall, out of the principal of the trust or share to which such termination relates, pay any tax attributable to the termination without compensating adjustments.
- (G) *Principal & Income Determination.* The Trustee shall determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts by the provisions of Ohio law (or applicable jurisdiction) from time to time existing. Unless otherwise explicitly provided herein or under such law, Trustee shall determine such characterization in his/her reasonable discretion. Unless otherwise specifically delineated in this Trust, income accrued or unpaid on trust property when received into the Trust shall be treated as any other income. Except as otherwise provided in this instrument, income accrued or collected but not distributed at the termination of any beneficial interest shall be treated as if it had accrued or been collected after the termination of such interest. A trustee may charge any such income with any accrued taxes, expenses, or compensation which it considers proper.
- (H) *Non-Community Property.* The Grantors intend to make a gift to the respective beneficiaries of only that portion of the income and the principal of the trust which is in fact distributed to them. Inasmuch as the amounts actually distributed to the respective beneficiaries constitute the gift Grantors contemplated making, such distributions, whether they be income or principal, shall constitute the separate property of each distributee and not the community property of such distributees.
- (I) *Trust Termination.* After the death of the Surviving Grantor, the Trustee may determine, in its reasonable discretion, if the principal of the Trust is uneconomical to administer and substantially impairs the accomplishment of such trust's purposes. If this determination is made, the Trustee may terminate and distribute any trust under this instrument. Distributions under this Subsection shall be made to those persons then eligible to receive or have the benefit of income in proportion to their income interest, or if their interests are indefinite, in equal shares. Trustee shall not be liable or responsible to any person for its action or for its failure or refusal at any time to terminate such trust as authorized in this Subsection.
- (J) *Minor or Incapacitated Beneficiary Distributions.* Notwithstanding anything contained herein, if any Trust property is otherwise distributable free of trust to any beneficiary who is under eighteen (18) years of age or is Incapacitated, Trustee may retain that part of the Trust property 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; provided that Trustee shall give any such beneficiary or the beneficiary's legal representative notice of Trustee's intention to retain distributions as authorized by this Subsection.

Other than as would cause such beneficiary to become ineligible for need-based government benefits, Trustee may pay to or apply for the benefit of the beneficiary as much of the net income and principal of the Trust as Trustee deems necessary or advisable in any one or more of the following ways in Trustee's sole and absolute discretion: (i) directly to a beneficiary, (ii) to persons, corporations, or other entities for the use and benefit of such beneficiary, (iii) 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, (iv) in any prudent form of annuity purchased for the use and benefit of the beneficiary, (v) to any person, including 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 (vi) to an agent authorized to act for the beneficiary under a power of attorney for property, and (vi) to any guardian or other person deemed by Trustee to be responsible and who has assumed the responsibility of caring for such beneficiary. To the extent that it is both reasonable and possible, the Trustee shall inquire into the ultimate disposition of any distributed funds under this Subsection.

Once a beneficiary has attained the age of eighteen (18) years or is no longer Incapacitated, Trustee shall distribute the remainder outright and free of trust to such beneficiary. Upon the death of any such beneficiary, if Trust property is still retained in trust, Trustee shall distribute such property as if the beneficiary had predeceased the Grantors.

(K) *Special Needs Beneficiary Distributions.* Notwithstanding anything contained herein, if any Trust property is otherwise distributable free of trust to any Beneficiary who is disabled (as defined in United State Code Title 42, Section 1382c(a)(3) or Ohio law related to means-based government programs) or is receiving (or is eligible to receive) assistance or other benefits under a means-based government program (such as Medicaid or Supplemental Security income), then Trustee shall retain such property in trust and administer such property as described below.

1. Trustee shall only use such property for such beneficiary's Secondary Needs (including, but not limited to, items and services which public assistance does not provide).

2. Trust property shall not be used to provide basic health, maintenance, or support which public assistance may provide. Trustee shall not provide any item or service which would cause such beneficiary to be ineligible for public assistance.
  3. No part of such beneficiary's 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, but not limited to, residential care by any public entity, office, department or agency of any State or Federal government); provided that under no circumstances should any amounts of such share be paid to, or reimbursed to, such entity, office, department or agency for any purpose (including, but not limited to, for the care, support or maintenance of such beneficiary).
  4. In the event that a Trustee determines that it is likely that a court or other authority will render the beneficiary ineligible to receive any need based governmental assistance benefits because of this Trust, or if Trustee, in its sole, absolute and uncontrolled discretion, determines that, notwithstanding the provisions set forth above in this *Article*, the Trust share may be subject to garnishment, attachments, execution or bankruptcy proceedings by a creditor of the beneficiary or by the State or Federal government or other agency, then Trustee shall terminate the Trust share set aside for such beneficiary and distribute the remaining principal and accrued income to the other beneficiaries pro-rata which shall then be distributable in accordance with the other provisions of this Trust.
- (L) *Notice & Reports Waiver.* Each Grantor hereby, to the fullest extent permitted by law, waives any provisions of law otherwise requiring the Trustee to notify any beneficiary (i) of the existence of this Trust, (ii) of acceptance and identification of a Trustee, (iii) of any change in the method or rate of determining Trustee's compensation and (iv) of any right to receive or request Trustee's reports. To the fullest extent permitted by law, each Grantor waives any provisions of law otherwise requiring Trustee to furnish to any beneficiary (a) a copy of the Trust on request and (b) trust reports and information periodically or on request. The Trustee shall not be required to furnish trust records, accounting, or any other documentation to any individual, corporation or other entity that (x) is not a beneficiary or Trust Protector, (y) does not have the express written approval of a beneficiary or Trust Protector or (z) is not requesting such pursuant to a court order.

## Article X

### Administration

- (A) *Power of Appointment.* Grantors (or Surviving Grantor) shall have the limited power to appoint all the income and principal of the Trust, in whole or in part, to any beneficiary (other than a Non-Permitted Beneficiary), outright or in trust, and on such terms as such Grantor(s) may indicate in a writing delivered to Trustee pursuant to a limited power of appointment. A distribution to a beneficiary pursuant to such power of appointment shall be charged to the Trust as a whole rather than against the beneficiary's ultimate share. The Trustee shall distribute such Trust property to such persons as indicated by such Grantor(s) in such power. This power is personal to such Grantor(s) and may not be exercisable by any Trustee, Trust Protector(s), power(s) of attorney or other agent(s) of such Grantor(s). If, after thirty (30) days of the death of a holder of a limited power of appointment described above, the Trustee receives no notice or is otherwise unaware of the exercise of such power, the Trustee may distribute the property as though the power had not been exercised and shall be relieved of any liability for having done so; provided that such release of liability shall not affect the rights any validly appointed appointee (subsequently identified) may have against any beneficiary. Notwithstanding anything contained in this Trust to the contrary, any limited power of appointment described herein shall not be exercisable in any manner that would result in any economic benefit to a Non-Permitted Beneficiary.
- (B) *Spendthrift.* One of the primary purposes in establishing this Trust is to protect the trust estate from claims of the beneficiaries' creditors and to protect the assets from the improvidence of any beneficiary. Accordingly, the income and principal of any trust hereunder shall be used only for personal benefit of the designated beneficiaries of this Trust, and no distributions or expenditures of trust assets shall be made except to or for the benefit of such beneficiary. To the maximum extent permitted by law, a beneficiary's interest in the income and the principal of this Trust shall not be subject to voluntary or involuntary transfer. Without in any way limiting the generality of the foregoing: (i) no beneficiary shall have any right to anticipate, transfer or encumber any part of any interest in the trust estate, (ii) no beneficiary's interest shall be liable for such beneficiary's debts or obligations (including alimony) or be subject to attachment, levy or other legal process and (iii) each beneficiary's interest in the trust estate shall constitute the separate property of the beneficiary and shall be free from any right, title, interest, or control of the beneficiary's Spouse.

- (C) *Survivorship & Anti-Lapse.* If there is insufficient evidence as to which Grantor died first, the Grantor whose adjusted gross estate for Death Tax purposes is smaller shall be presumed to be the Surviving Grantor. In case any beneficiary (other than a Grantor) under this Trust and the Surviving Grantor should die in such circumstances that there is insufficient evidence as to which died first, it shall be conclusively deemed that such beneficiary predeceased the Surviving Grantor.

If any disposition under this Trust is contingent upon the survival of a beneficiary and the beneficiary does not satisfy the condition of survival, and if there is no substitute taker designated who satisfies the conditions for taking, such disposition shall lapse. The provisions of any anti-lapse statute in any jurisdiction shall not apply to preserve any disposition to or for the benefit of any individual who is not specifically named as a successor beneficiary or as a beneficiary by operation of a Per Stirpes designation hereunder.

- (D) *Rule Against Perpetuities.* No rule against perpetuities shall apply to the provisions of this Trust. However, if the rule against perpetuities is required to be applied in Ohio, or if the terms and provisions of this Trust are to be construed under the laws of another jurisdiction that retains the rule against perpetuities, the following provision will apply:

*"Notwithstanding the foregoing provisions, no trust share hereunder shall continue in effect beyond the expiration of twenty-one (21) years after the death of the last survivor of Surviving Grantor and Children living at the death of Surviving Grantor. Any trust share then in existence shall terminate and the property shall be distributed to the income and principal beneficiaries in the same proportions as they are then entitled to such income and principal. If at termination the rights to the income and principal of such trust share are not fixed by the provisions of such trust share, distribution shall be made, Per Stirpes, to the persons who are then entitled or authorized in Trustee's discretion to receive income and principal distributions from such trust share."*

- (E) *Contest Clause.* If any beneficiary in any manner, directly or indirectly, contests or attacks this Trust, any amendments to this instrument, or any of its provisions, then any share or interest hereunder given to that contesting beneficiary or his/her issue is revoked and such contesting beneficiary and his/her issue shall be deemed to have predeceased Grantors and his/her share shall be divided equally among the remaining beneficiaries. Should any person disclaim his/her interest, in whole or in part, in any trust created for his/her benefit in this Trust, 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 the disclaiming person shall forfeit his/her interest in the trust, shall cease to have any right or interest in the trust property, and shall be deemed to have predeceased Grantors.

- (F) *HEMS Standard.* In determining what amounts are necessary for the health, education, maintenance and support of any person, Trustee shall take into account (i) such person's obligations, if any, to support others, (ii) the ability of others to support such person, (iii) other income available for such person's support (so far as known to Trustee) and (iv) any other factors Trustee deems pertinent.
- (G) *Educational Expenses.* To the extent this Trust permits distributions by the Trustee to be used for the education of a beneficiary, such "educational" expenses shall include, but not be limited to, the following: the cost of pre-school, elementary, secondary, college, university, post-graduate study, seminars, individual or independent research or study, and travel or foreign study. Trustees may also consider the beneficiary's related educational costs, including but not limited to, living expenses, books, insurance, travel, or automobile costs, as an educational expense to the extent they are reasonable.
- (H) *QSST Share.* Notwithstanding anything contained herein, if any stock transferred to this Trust qualifies as S-Corporation stock pursuant to the Code (§ 1361), such stock shall be allocated into a separate share (the "QSST Share"), and shall be managed according to the following provisions: (i) during the life of the transferor of said stock, the sole beneficiary of the QSST Share shall be the transferor of said stock, (ii) any income or corpus of the QSST Share shall be distributed only to the transferor, (iii) the transferor's right to receive income from the QSST Share shall terminate upon the earlier of the transferor's death or the termination of this Trust, (iv) if this Trust terminates during the life of the transferor, the QSST Share shall distribute all of its assets to the transferor and (v) upon the death of the transferor, the QSST Share shall be treated as separate property of the transferor/Grantor and shall be disposed of in accordance with the treatment of separate property, as delineated elsewhere in this Trust.
- (I) *Self-Dealing.* Trustee and Trust Protector each have the power to self-deal with respect to any or all the trust estate property, without restriction, including, but not limited to, sales, transfers, gifts, loans, advances and any State or Federal Law attempting to limit self-dealing by fiduciaries shall not apply to the powers stated in this Trust. Each Grantor authorizes Trustee and Trust Protector to take any such action (including, but not limited to

dealing with (i) Trustee and Trust Protector in such fiduciary's individual capacity, (ii) an entity which Trustee or Trust Protector may have an ownership or other financial interest or act as an employee, officer, creditor or other interested party in such entity or (iii) a trust or estate which Trustee or Trust Protector is the beneficiary or fiduciary) without obtaining the approval or confirmation of any court, and such fiduciary's actions in good faith in these respects shall be as binding and conclusive as though no such relationship or possible conflict of interest existed. Trustee and Trust Protector shall not be required to account for any direct or indirect personal benefit Trustee or Trust Protector receives and shall not be liable for any loss that results, in either case absent bad faith, willful misconduct or gross negligence.

- (J) *Titling.* For purposes of beneficiary designations and transfers directly to this Trust, this Trust shall be referred to as:

[REDACTED] Co-Trustees,  
or successors in trust,  
under The [REDACTED] Family Fortress Trust,  
dated November 14, 2023, and any reformations thereto.

In addition to the above description, any description for referring to this Trust shall be effective to transfer title to the Trust or to designate this Trust as a beneficiary if that description includes the date of this Trust and the name of at least one acting Trustee.

- (K) *Investment Guidelines.* Grantors consider any interests in or indebtedness of any corporation which a Grantor now has or may hereafter acquire an interest in, any real estate owned all or in part, directly or indirectly, by such Grantor at death, and any other business, including any private firm, in which such Grantor holds an ownership interest (including any entity succeeding to the business of any of such entities by consolidation, merger, purchase of assets or otherwise) as proper investments of the trust and Trustee is expressly authorized to invest or retain indefinitely any part or all of the trust property in such investments, and Trustee shall not be liable to any person for making or retaining such investments, notwithstanding that such investments may (i) constitute all or a large proportion of the trust estate, (ii) lack liquidity, (iii) be more volatile or risky than other investments and (iv) not yield a dividend.

- (L) *HIPAA Release.* Trustee shall have the authority and power to request, review and receive, to the extent either Grantor could do so individually, any information, verbal or written, regarding such Grantor's physical or mental health, including, but not limited to, such Grantor's individually

identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments thereto. Each Grantor hereby authorizes any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to a Grantor or that has paid for or is seeking payment from a Grantor for such services, to give, disclose and release to Trustee, without restriction, all of such Grantor's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition. This authority given to the Trustee shall supersede any other agreement which a Grantor may have made with his/her health care providers to restrict access to or disclosure of a Grantor's individually identifiable health information. This authority given to the Trustee shall be effective pursuant to the terms herein, have no expiration date and shall expire only in the event a Grantor revokes the authority in writing and delivers it to such health care provider.

- (M) *Notice & Delivery.* All required notices given in this Trust shall be made in writing by either: (i) personally delivering notice to the party requiring it and securing a written receipt or (ii) 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 or if not received, the date it would have normally been received via certified mail, provided that there is evidence of such mailing. Notwithstanding anything contained herein, if notice is required to a beneficiary who is a minor or Incapacitated, such notice requirement shall be satisfied once delivered to such beneficiary's guardian or other legal representative in accordance with this Subsection.
- (N) *Third Parties.* Upon presentation by Trustee of (i) the Fortress Trust Third-Party Notice (see Exhibit C) and (ii) a separate affidavit containing (a) the name and address of Trustee and (b) any pertinent provisions of this Trust, all third parties may rely on such affidavit and follow all of Trustee's instructions without risk of incurring any liability to Grantors, Trustee, or the beneficiaries hereunder.
- (O) *Survival & Severability.* All powers, duties, and immunities of the Trustee shall continue after termination of any trust and until the Trustee has made actual distribution of the property of such trust. If any part, clause, provision, or condition of this Trust is held to be void, invalid, or inoperative, such voidness, invalidity, or inoperativeness shall not affect

- any other clause, provision, or condition hereof; provided that the remainder of this Trust shall be effective as though such clause, provision, or condition had not been contained herein.
- (P) *Counterparts.* If this Trust has been executed in multiple originals, each such original shall have equal force and effect.
- (Q) *Captions & Headings.* The captions and headings of the several items of this Trust are not part of the context of this Trust but are only labels to assist in locating and identifying those items.
- (R) *Gender, Plurals, Etc.* Whenever the context so requires, the use of words herein used in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all said genders.
- (S) *Arbitration.* Any controversy between Trustee and any other Trustee or successor Trustee, or between any other parties to this Trust, including beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial Arbitration Rules of the American Arbitration Association or other arbitration rules or standards as agreed by the parties.
- (T) *Governing Law & Situs.* Ohio law shall govern the validity, construction, interpretation, and administration of all trusts under this instrument unless specifically designated otherwise. Trustee may change the situs and controlling law of this trust or any following trust created by this instrument if Trustee, in Trustee's sole, absolute and uncontrolled discretion, determines that such new situs and controlling law would (i) further protect the assets of this Trust, (ii) diminish tax burden of this Trust or its beneficiaries, (iii) result in more efficient administration or (iv) otherwise serve the needs and best interests of the Trust and its beneficiaries.
- (U) Existing lien holders on any property placed in the Trust will maintain their lien position and ability to collect on their mortgage.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, [REDACTED] and [REDACTED] have each read and initialed all the pages of this, The [REDACTED] Family Fortress Trust, and have executed it on November 14, 2023. The Trust will take effect when executed by each Grantor, Trust Protector and Trustee.

[REDACTED], a Grantor

[REDACTED] a Grantor

STATE OF OHIO )  
                    )  
                    ) SS.  
COUNTY OF CUYAHOGA )

*On this 14th day of November, 2023, before me, the undersigned, a Notary Public for this State, [REDACTED] personally known to me, or proven to me on the basis of satisfactory evidence to be the Grantors of this Trust created by this instrument and to be the persons whose names are subscribed to this instrument and who acknowledged its signing as the Grantors.*

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

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

IN WITNESS WHEREOF, by signing below on November 14, 2023, Trust Protector hereby agrees to abide by the terms and conditions of the Trust and accept the duties as ascribed therein as Trust Protector.

---

**Len Stauffenger**, as Trust Protector

STATE OF OHIO                    )  
                                      ) SS.  
COUNTY OF CUYAHOGA            )

*On this 14th day of November, 2023, before me, the undersigned, a Notary Public for this State, Len Stauffenger, personally known to me, or proven to me on the basis of satisfactory evidence to be Trust Protector of this Trust created by this instrument and to be the person whose name is subscribed to this instrument and who acknowledged its signing as Trust Protector.*

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

---

*Notary Public*

IN WITNESS WHEREOF, by signing below on November 14, 2023, Co-Trustees hereby agree to abide by the terms and conditions of the Trust and to manage and distribute the trust estate under the provisions as set forth therein.

[REDACTED]  
as Co-Trustee

[REDACTED]  
as Co-Trustee

STATE OF OHIO )  
                  )  
                  ) SS.  
COUNTY OF CUYAHOGA )

*On this 14th day of November, 2023, before me, the undersigned, a Notary Public for this State, [REDACTED] personally known to me, or proven to me on the basis of satisfactory evidence to be Co-Trustees of the Trust created by this instrument and to be the persons whose names are subscribed to this instrument and who acknowledged its signing to be their free act and deed for the purposes mentioned herein.*

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

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

Instrument Prepared by:      STAUFFENGER LAW FIRM  
    3653 Darrow Road  
    Stow, Ohio 44224  
    330-865-7400

[End of The Garr Family Fortress Trust]

**EXHIBIT A**

**Successor Trust Protector Acknowledgement**

By signing this Successor Trust Protector Acknowledgement, I hereby agree to abide by the terms and conditions of The [REDACTED] Family Fortress Trust, dated November 14, 2023, by and among the Grantors, Trust Protector and Trustee (the "Trust") and accept the duties as ascribed therein as Trust Protector. I attest that I am an attorney, law firm, certified public accountant, or accredited fiduciary. This acknowledgement will take effect when executed by me below and I will immediately replace the serving Trust Protector, \_\_\_\_\_.

Terms not otherwise defined herein shall have the respective meaning ascribed to such terms under the Trust.

\_\_\_\_\_  
as Trust Protector

STATE OF OHIO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public for this State, \_\_\_\_\_, personally known to me, or proven to me on the basis of satisfactory evidence to be the new Trust Protector of the Trust and to be the person whose name is subscribed to this instrument and who acknowledged its signing as Trust Protector.

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

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

**EXHIBIT B**

**Successor Trustee Acknowledgement**

By signing this Successor Trustee Acknowledgement, I hereby agree to abide by the terms and conditions of The [REDACTED] Family Fortress Trust, dated November 14, 2023, by and among the Grantors, Trust Protector and Trustee (the "Trust") and to manage and distribute the trust estate under the provisions as set forth under the Trust in my capacity as Trustee. This acknowledgement will take effect when executed by me below and I will immediately replace the serving Trustee(s), \_\_\_\_\_.

Terms not otherwise defined herein shall have the respective meaning ascribed to such terms under the Trust.

\_\_\_\_\_  
as Trustee

STATE OF OHIO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public for this State, \_\_\_\_\_, personally known to me, or proven to me on the basis of satisfactory evidence to be the new Trustee of the Trust and to be the person whose name is subscribed to this instrument and who acknowledged its signing as Trustee.

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

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

**EXHIBIT C**

**Fortress Trust Third Party Notice**

Upon presentation by Trustee of this Exhibit of The [REDACTED] Family Fortress Trust, dated November 14, 2023, by and among the Grantors (as defined therein), Trust Protector (as defined therein) and Trustee (as defined therein) (the "Trust") and a separate affidavit stating the (i) name and address of the acting Trustee and (ii) any pertinent provisions of the Trust, all third parties may rely on this ***Exhibit*** and such affidavit and follow all of Trustee's instructions without risk of incurring any liability to the Grantors, Trustee or the beneficiaries named under the Trust.