

CHARLES D. WALLER

KAREN L. WALLER

REVOCABLE LIVING TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into by and between CHARLES D. WALLER and KAREN L. WALLER, of the County of Greene, State of Ohio, hereinafter called "Settlors," or separately, "Husband" or "Wife," and CHARLES D. WALLER and KAREN L. WALLER, of the County of Greene, State of Ohio, hereinafter referred to as "Co-Trustees."

Reference in this Trust to the "Trustee" shall be deemed a reference to whomever is serving as Trustee, Co-Trustees, whether original, alternate or successor.

The initial primary beneficiaries of this Trust Estate shall be CHARLES D. WALLER and KAREN L. WALLER.

The effective date of this Trust Agreement shall be July 23, 1998.

ARTICLE I. TRUST ESTATE

TRANSFER IN TRUST

1.01 The Settlers have transferred and delivered to the Trustees the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged by the Trustees. Such property and all other property transferred to and received by the Trustees to be held pursuant to this Trust shall constitute the "Trust Estate" and shall be held, administered, and distributed by the Trustees as hereinafter provided.

ADDITIONS TO TRUST ESTATE

1.02 The Settlers, either during their lives or by wills at their deaths, or any other person shall have the right at any time to add other property acceptable to the Trustees to the Trust. Such property, when received and accepted by the Trustee, shall become part of the Trust Estate. The additional property will be held, invested, administered and distributed according to the terms of this agreement, except to the extent expressly provided to the contrary in the instrument of transfer.

ARTICLE II. RIGHTS RESERVED BY SETTLORS

ALTERATION, REVOCATION, OR AMENDMENT

2.01 Settlers reserve the right to alter, amend, or revoke this agreement, at any time and from time to time, without the consent of Trustees or any person, by giving written notice to Trustees to that effect.

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CONSENT OF TRUSTEE TO AMENDMENT

2.02 The Trust may not be amended to change the obligations, duties, or rights of the Trustee without the written consent of the Trustee to such amendment.

TRUSTEE'S DUTIES ON REVOCATION

2.03 If the entire Trust is revoked by the Settlers, the Trustee shall transfer to the Settlers all of the Trust Estate and shall execute and deliver to the Settlers all instruments which are necessary or appropriate to release all interests of the Trustee in the Trust.

POWER OVER TRUST ASSETS

2.04 Except as provided in paragraph 2.05 below, Settlers also reserve the right to require changes in investments and to withdraw any or all assets of the Trust Estate.

SUSPENSION OF SETTLORS' RIGHTS

2.05 If, at any time during the continuance of this Trust, either Settlor is adjudicated incompetent by a Court of appropriate jurisdiction, his or her personal powers of alteration, amendment, revocation, and right to withdraw income or other assets will be suspended during the incompetency. If at any time a Trustee or Successor Trustee obtains a written statement by a licensed physician who has personally examined Settlor that states that Settlor is incapable of attending effectively to his or her financial affairs by reason of mental disability or disorder, the Trustee or Successor Trustee shall give Settlor written notice to that effect, and Settlor's right to amend or revoke this Trust or to demand payments from the Trust Estate will be suspended during the period of such incapacity. If Settlor's powers of amendment, revocation and withdrawal are suspended as provided above, Settlor's duties and powers as Trustee will also be suspended until those powers are restored.

PERSONAL NATURE OF RESERVED RIGHTS

2.06 No person (including a guardian or conservator of Settlor) other than Settlor personally may exercise any of the rights reserved to Settlor by the provisions of this Article.

ARTICLE III. ADMINISTRATION DURING SETTLOR'S LIFETIME

TRUSTEE'S DUTIES

3.01 Any property transferred to Trustee as provided above, including any policies of insurance transferred to Trustee, will be held, in trust, for the purposes and upon conditions

specified below. During the lifetimes of the Settlers, Trustee shall hold, manage, invest, and reinvest, all assets of the Trust Estate and shall collect and receive the interest, income and profits therefrom, upon the following terms and for the following purposes.

NET INCOME TO SETTLORS

3.02 Upon demand of the Settlers, the Trustee shall pay to the Settlers during their joint lives all net income of the Trust Estate and shall pay to each Settlor all separate net income from his or her respective share of the Trust Estate. In the event that the Settlers do not demand payment of the net income, or if either of the Settlers fails to demand distribution of separate property net income, then the Trustee may at his or her discretion accumulate such income, and such income will become property of the Trust Estate.

INVASION OF PRINCIPAL FOR SETTLORS

3.03 The Trustee shall further pay principal, up to the whole thereof, to the Settlers upon written request. Upon the written request of the Settlor who transfers separate estate property to the Trust, the Trustee shall pay so much of the principal of the separate estate established by such Settlor, up to the whole thereof, as he or she shall request.

SETTLOR'S INCOMPETENCY

3.04 If either Settlor is adjudicated or determined to be incompetent at any time so that his or her personal powers of amendment, revocation and withdrawal are suspended under the conditions set forth in Article II, then, for as long as that incompetency continues, Trustee shall pay to or apply for the benefit of Settlor any sums from the income or principal of the Trust Estate that Trustee, in his or her absolute discretion, deems appropriate for his or her care, support and maintenance and for any other purchases that Trustee considers necessary to provide for and to manage the everyday needs and requirements of Settlor, taking into consideration the standard of living to which he or she is accustomed at that time.

These payments may include direct payments to any landlord, hotelkeeper or hospital; for services rendered in connection with any medical, nursing or dental care; for services rendered in furnishing food, clothing, transportation, legal or accounting services, or any other required services, provided that Trustee receives proper substantiation by those performing the services; and for the preparation of returns and payment of any and all taxes which Settlor may be obligated to pay under any applicable state or federal laws. Payment or use of any portion of the income or principal of the Trust Estate for any of the purposes expressed above is not to be questioned by any person or court.

ACCUMULATION

3.05 Any unexpended net income is to be incorporated into the principal of this Trust to be held, administered, and distributed according to all of its terms, conditions and limitations.

DEATH OF FIRST SETTLOR

3.06 Upon the death of the first Settlor, the Trust shall continue for the benefit of the surviving Settlor, who shall have full powers of revocation or amendment of the Trust Agreement.

ARTICLE IV. ADMINISTRATION AFTER SECOND SETTLOR'S DEATH

IRREVOCABILITY OF TRUST ON DEATH OF SECOND SETTLOR

4.01 From and after the death of the second Settlor, the Trust created hereby shall become irrevocable and shall not be altered or amended.

PAYMENT OF SETTLOR'S FUNERAL EXPENSES

4.02 On the death of either Settlor, the Trustee shall pay out of the income or principal of the Trust Estate, at its discretion, the expenses of the last illness and funeral of the Settlers, unless the Trustee determines that other adequate provisions have been made for the payment of such expenses.

ARTICLE V. REMAINING TRUST ESTATE

DIVISION OF REMAINING TRUST ESTATE

5.01 Upon the death of the second Settlor, the Trustee is directed to pay all legal debts (except unmatured notes and mortgages on real estate) as well as all estate, inheritance, succession, or other death taxes imposed upon, or in relation to any property required by any tax law to be included in the gross Estate, and then distribute the remaining assets of the Trust Estate including any accumulation thereon as hereinbelow stated.

DISTRIBUTION OF PERSONAL PROPERTY

5.02 The Trustee shall distribute the items of personal property to the persons named on a list that has been prepared, dated and signed by the Settlers. If more than one such list is in existence, the list bearing the most recent date shall be the one utilized by the Trustee.

DISTRIBUTION OF REMAINING TRUST ESTATE

5.03 Upon the death of the second Settlor, the Trustee shall divide the remaining balance of the Trust Estate into two equal shares and the Trustee shall hold, administer and distribute those shares as follows:

(A) One share shall be distributed to the children of the Settlor CHARLES WALLER, namely KENNETH C. WALLER and MICHAEL P. WALLER equally, or, to the lawful issue of any deceased child, per stirpes.

(B) One share shall be distributed to the nephews and niece of the Settlor KAREN WALLER, namely JOSHUA JAMES, TYLER JAMES and TAYLOR JAMES equally, or, to the lawful issue of any of these deceased nephews or niece, per stirpes.

MINORITY PROVISION

5.04 If any beneficiary who is entitled to a final distributive share of the principal of the Trust Estate shall be under the age of twenty-one (21), the Trustee is hereby authorized and empowered to continue to hold and manage such share for the benefit of such person during the period he or she is under twenty-one (21) but, the Trustee's authority shall be construed as a power only and shall not operate to suspend the absolute ownership thereof in such beneficiary. The Trustee may, during such period of time, accumulate all or any of the income or may pay so much thereof, or so much of the principal of the Trust Estate as the Trustee shall deem proper for such beneficiary's education, maintenance and support. In the distribution of funds to be paid to or for the use and benefit of any such beneficiary, the Trustee may make payments of the same to the parent, guardian or such other person as may have custody of the beneficiary at the time such payments are made; and, when such beneficiary has attained sufficient age that the money will be properly expended, the Trustee may pay directly to the beneficiary, to be used for the education, maintenance and support of such beneficiary, and receipt of any such beneficiary shall be a full acquittance to the Trustee as to any amount so paid. The Trustee, in the Trustee's sole and absolute discretion, is authorized and empowered to distribute any share of such person to a custodian designated pursuant to Section 1339.32(B) of the Revised Code of Ohio and the other provisions of the Ohio Transfers to Minors Act, and to divide or sell any or all of the shares or assets prior to making such distribution. Receipt by the custodian shall be a full acquittance of the Trustee as to any amounts so distributed. The Trustee shall pay to such beneficiary the then remaining assets of his or her share upon his or her attaining the age of twenty-one (21) years. If the said beneficiary dies prior to attaining the age of twenty-one (21) years, all the remaining assets of such individual's interest in the Trust Share otherwise payable to him or her shall be paid to the Estate of such beneficiary.

TRUSTEE'S DISCRETION TO HOLD AS SINGLE TRUST

5.05 It is the Settlor's intention that each trust share created by this Article shall be held and administered by the Trustee as a separate trust and, where appropriate, reference herein to a "Trust Share" shall mean a separate trust; however, if in the sole discretion of the Trustee this would result in undue administrative burden or would be uneconomical, then the Trustee

shall have the discretion to hold and administer separate shares of the trust as a single trust.

TERMINATION

5.06 The Trust Estate shall terminate in any and all events not later than twenty-one (21) years after the death of the last surviving beneficiary herein named who is living at the time of the death of the first Settlor, it being the intent of the Settlers that this Trust Agreement shall be interpreted so as not to violate the Rule Against Perpetuities. The Trust Estate, upon such termination, shall be distributed to the beneficiaries for whom, at that time, a share or sub-share has been set aside, each such beneficiary to receive his or her share or sub-share and any accumulations thereon.

ARTICLE VI. POWERS OF TRUSTEE

RETAIN INVESTMENTS OF SETTLOR

6.01 The Trustee is authorized to retain in the Trust for such time as the Trustee may deem advisable any property, including shares of the Trustee's own stock, received by Trustee from the Settlor, whether or not such property is of the character permitted by law for the investment of trust funds, and to operate at the risk of the Trust Estate any business or property received by the Trustee from the Settlor.

MANAGEMENT OF TRUST PROPERTY

6.02 The Trustee shall, with respect to any and all property, real or personal, which may at any time be held by the Trustee in trust pursuant to this Agreement, whether such property constitutes principal or accumulated income of any trust provided for in this Agreement, have power, exercisable at the Trustee's discretion at any time and from time to time on such terms and in such manner as Trustee may deem advisable, to:

(a) Sell, convey, exchange, convert, improve, repair, manage, operate and control.

(b) Lease for terms within or beyond the term of any trust provided for in this Agreement and for any purpose, including exploration for and removal of gas, oil, and other minerals; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.

(c) Encumber or hypothecate for any trust purpose by mortgage, pledge, or otherwise.

(d) Carry insurance of such kinds and in such amounts at the expense of the trusts provided for in this Agreement as the Trustee may deem advisable.

(e) Commence or defend at the expense of any trust provided for in this Agreement such litigation with respect to any such trust or any property of the Trust Estate as the Trustee may deem advisable.

(f) Invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds.

(g) Vote and give proxies to vote any securities, including stock of the Trustee, held by the Trustee in trust pursuant to this Agreement, having voting rights.

(h) Pay any assessments or other charges levied on any stock or other security held by the Trustee in trust pursuant to this Agreement.

(i) Exercise any subscription, conversion, or other rights or options which may at any time attach, belong, or be given to the holders of any stocks, bonds, securities, or other instruments held by the Trustee in trust pursuant to this Agreement.

(j) Participate in any plans or proceedings for foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities held by the Trustee in trust pursuant to this Agreement, and incident to such participation to deposit securities with and transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.

(k) Enforce any mortgage or pledge held by the Trustee in trust pursuant to this Agreement and at any sale under any such mortgage, or pledge to bid and purchase at the expense of any trust provided for in this Agreement any property subject to such security instrument.

(l) Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claim in favor of or against any trust provided for in this Agreement.

(m) Subject to any limitations expressly set forth in this Agreement and the faithful performance of its fiduciary obligations, do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the trust property.

POWER TO BORROW MONEY

6.03 The Trustee shall have power to borrow money from any person, firm, or corporation, for any trust purpose on such terms and conditions as the Trustee may deem proper and to obligate the trust to repay such borrowed money.

POWER TO LOAN MONEY TO TRUST

6.04 The Trustee is authorized to loan or advance the Trustee's own funds to the trust for any trust purpose at the rate of interest being charged by the Trustee at the time such loan or advance is made to other persons having a net worth equal to that of the Trust Estate for similar loans or advances. Any such loan or advance, together with the interest accruing on such loan or advance, shall be a first lien against and shall be repaid from the Trust Estate.

DEALINGS WITH SETTLOR'S ESTATE

6.05 The Trustee is authorized to purchase securities or other property from and to make loans and advancements from the Trust Estate with or without security to the executor or other representative of the Settlor's estate.

MANNER OF HOLDING TRUST SECURITIES

6.06 The Trust may hold securities or other property subject to this Agreement in the Trustee's name as Trustee under this Agreement, in the Trustee's own name without a designation showing the Trustee to be Trustee under this Agreement, in the name of the Trustee's nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

DETERMINATION OF PRINCIPAL AND INCOME

6.07 Except as otherwise specifically provided in this Agreement, the Trustee shall have full power and authority to determine, in the Trustee's discretion, what shall constitute principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable under the terms of this Agreement. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust Estate shall, except as may be otherwise expressly provided in this Agreement, be conclusive and binding on all persons in any manner interested in any trust created or to be created pursuant to this Agreement.

TAXES AND EXPENSES OF TRUST

6.08 All property taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of the trusts created by this Agreement, including the compensation of the Trustee provided for in this Agreement, shall be a charge on the Trust Estate and shall be paid by the Trustee prior to final distribution of the Trust Estate in full out of the principal or in full out of the income of the Trust Estate, or partially out of the principal and partially out of the income of

the Trust Estate, in such manner and proportions as the Trustee may deem to be advisable. The determination of the Trustee to pay such expenses and charges from the principal or income of the Trust Estate or partially from each shall be conclusive and binding on all persons in any manner interested in any trust created by or pursuant to this Agreement.

TAX APPOINTMENT CLAUSE

6.09 The Trustee shall pay any estate, inheritance, succession or other death tax imposed on the death of the Settlor against or by reason of any asset or assets of the Trust Estate or the interest of any beneficiary in this Trust from the principal of the Trust Estate as a whole. Should any such tax be imposed partly because of the assets of the Trust Estate and partly because of other property, the Trustee shall pay from the principal of the Trust Estate only such proportion of such tax as the total value of the assets of the Trust Estate giving rise to such tax bear to the total value of all property giving rise to such tax.

POWER OF CO-TRUSTEES TO ACT INDEPENDENTLY

6.10 Notwithstanding any other provision to the contrary, the Settlers specifically authorize either of the Co-Trustees, namely CHARLES D. WALLER and KAREN L. WALLER, during their joint lives and while serving as Co-Trustees, to act independently of the other and have the authority to perform all powers and acts as granted under this Agreement of Trust, except as affects an interest in real property such as selling, transferring, assigning, mortgaging or otherwise encumbering the real property of the Trust Estate, which will necessitate the concurrence in writing of both original Co-Trustees as long as both are alive.

The Trustees shall have the power and authority to designate the authorized signature or signatures on accounts with banks, credit unions, and savings and loan associations whether such signatories be a Trustee or not. Accordingly, one or two or more Trustees as well as non-fiduciary parties may be authorized signatories.

ARTICLE VII. ADMINISTRATIVE PROVISIONS

UNDISTRIBUTED INCOME OR TERMINATION OF BENEFICIAL INTEREST

7.01 Whenever the right of any beneficiary to payments from the net income or principal of the Trust Estate shall terminate, either by reason of death or other cause, any accrued or undistributed net income from the Trust Estate undistributed by the Trustee on the date of such termination shall be held, administered, and distributed by the Trustee in the same manner as if such income had accrued and been received by the Trustee after

the date such beneficiary's right to receive payments from the trust terminated.

OTHER INCOME OF BENEFICIARY FOR DISCRETIONARY PAYMENTS

7.02 In exercising the Trustee's discretionary authority under this Agreement to make payments to or for the benefit of the beneficiary from the net income or principal of the Trust Estate, the Trustee shall take into consideration any income or other means of care, maintenance, support, or consideration of any income or other means of care, maintenance, support, or education available to the beneficiary from sources outside the trust that may be known to the Trustee. The determination of the Trustee with respect to the necessity for and the amounts of any payments made to or for the benefit of the beneficiary pursuant to the terms of this Agreement conferring discretion on the Trustee shall be conclusive on all persons in any manner interested in any trust created by or pursuant to this Agreement.

SPENDTHRIFT PROVISION

7.03 No interest in income or principal shall be alienated, encumbered, or otherwise disposed of by any beneficiary while in the possession and control of the Trustee, and if any of them should attempt to alienate, encumber, or dispose of all or part of the income or grants of principal before the same has been delivered by the Trustee, or if by reason of bankruptcy or insolvency or any attempted execution, levy, attachment, or seizure of any assets remaining in the hands of the Trustee under claims of creditors or otherwise, all or any part of such income or principal might fail to be enjoyed personally by any beneficiary or might vest in or be enjoyed by some other person, then such interest shall terminate. Thereafter, the Trustee may pay to or for the benefit of such beneficiary such income or principal comprising such interest as the Trustee, in the Trustee's discretion shall deem proper until such beneficiary dies. Thereupon, the Trust Estate or part affected shall be held or distributed as hereinabove provided for disposition upon the death of such beneficiary; if not hereinabove provided, distribution shall be to such persons as would take and in the proportions they would take such beneficiary's estate under the Ohio laws of descent and distribution then in effect.

If the interest of any beneficiary who also is or might be a Trustee hereunder be affected by the foregoing provision, such beneficiary shall cease to be a Trustee immediately upon the happening of the event which so affects his interest or shall never take office as a Trustee, as the case may be; provided, however, that no one dealing with such person, reasonably believing him to be a Trustee, need ascertain at his peril whether the provisions of this Paragraph are applicable.

PAYMENTS TO MINORS

7.04 In any case where payment is to be made to or for the benefit of a minor, the Trustee may make such payment directly to the minor as an allowance, or the parent or guardian of the minor, or to any other person having the care and control of the minor or with whom the minor may reside, and the receipt of any such person for any such payment shall be a complete discharge of the Trustee as to the amounts so paid.

PAYMENTS TO INCOMPETENTS

7.05 In any case where payment is to be made to an incompetent, the Trustee may make such payment to the guardian of such incompetent.

EXERCISE OF POWERS BY INCOMPETENT

7.06 Unless otherwise specifically provided in this Agreement, all powers granted to any person by the provisions of this Agreement may be exercised by such person at any time during such person's life, except that if a guardian for the person or estate of any such person has been appointed by a court of competent jurisdiction then neither such person nor any such guardian shall have any authority to exercise any powers granted such person by any provision of this Agreement.

DISTRIBUTION IN KIND OR IN CASH

7.07 On any final or partial distribution of the assets of the Trust Estate, the Trustee may distribute such assets in kind, may distribute undivided interests in such assets, or may sell all or any part of such assets and make distribution in cash or partly in cash and partly in kind. The decision of the Trustee, either prior to or on any distribution of such assets, shall be binding on all persons in any manner interested in any trust provided for in this Agreement.

ARTICLE VIII. ORIGINAL AND SUCCESSOR TRUSTEES

8.01 The original Co-Trustees under this Agreement of Trust shall be CHARLES D. WALLER and KAREN L. WALLER, to serve with all of the obligation, powers, and authority contained within this Trust Agreement.

DEATH OR RESIGNATION OF ORIGINAL CO-TRUSTEE

8.02 In the event of the death of CHARLES D. WALLER, or if for any reason whatsoever he ceases to serve as Co-Trustee hereunder, the Settlers nominate and appoint KAREN L. WALLER, to serve as Trustee hereunder without the approval of any court.

In the event of the death of KAREN L. WALLER, or if for any reason whatsoever she ceases to serve as Co-Trustee hereunder, the Settlers nominate and appoint CHARLES D. WALLER, to serve as Trustee hereunder without the approval of any court.

In the event of the death of both original Co-Trustees, or if for any reason whatsoever both cease to serve as Trustee hereunder, the Settlers nominate and appoint to serve as Trustee hereunder without the approval of any court, the first in the order named below who is willing and able to serve:

1. The Settlor CHARLES' son, KENNETH C. WALLER and the Settlor KAREN'S brother, KEN PHILLIP JAMES as Co-Trustees.
2. The Settlor CHARLES' son, MICHAEL P. WALLER and the Settlor KAREN'S brother, KEN PHILLIP JAMES as Co-Trustees.
3. The Settlor CHARLES' son, KENNETH C. WALLER and the Settlor KAREN'S brother, CAREY EDWARD JAMES as Co-Trustees.
4. The Settlor CHARLES' son, MICHAEL P. WALLER and the Settlor KAREN'S brother, CAREY EDWARD JAMES as Co-Trustees.

BOND

8.03 No Trustee shall be required to post bond or any other security for the faithful performance of any duties or obligation of such office.

RIGHTS AND POWERS OF SUCCESSOR TRUSTEE

8.04 Any successor Trustee appointed as provided in this Agreement because of the death, resignation, or other act of the Trustee, shall, on such appointment being made, immediately succeed to all title of the Trustee to the Trust Estate and to all powers, rights, discretions, obligations, and immunities of the Trustee under this Agreement with the same effect as though such successor were originally named as Trustee in this Agreement.

ANNUAL ACCOUNTING

8.05 The Trustee shall make an annual accounting to the primary beneficiary or beneficiaries of the Trust created by this Agreement. The accounting shall include a report of the receipts, disbursements, and distributions since the last accounting, and the status of the principal and any undistributed income on hand at the date of the accounting. The approval of any account by such primary beneficiary or beneficiaries shall be final and binding upon all persons as to the matters and transactions shown in that account. Notwithstanding the foregoing, the Trustee may at any time apply for judicial settlement of his accounts. Any primary beneficiaries shall have the right to inspect the books and records of the Trustee relating to the Trust, and the Trustee shall make such books and records available for inspection by such beneficiary, or by the representative of such beneficiary, at all reasonable hours.

COMPENSATION OF TRUSTEE

8.06 The original Co-Trustees waive compensation for their services as Trustee. No compensation as Trustee shall be paid to any family members who serve as Trustee hereunder. Any Trustee shall be entitled to reimbursement for any expenses incurred as a result of his or her duties as Trustee.

ARTICLE IX. MISCELLANEOUS PROVISIONS

APPLICABLE LAW

9.01 The Trust created by this Agreement has been accepted by the Trustees and the validity, construction, and all rights under this Agreement shall be governed by the laws of the State of Ohio.

INVALIDITY OF ANY PROVISION

9.02 Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

NOTICES

9.03 Any notices or any other communication required or permitted by this Agreement to be delivered to or served on the Trustee shall be deemed properly delivered to, served on, and received by the Trustee when personally delivered to the Trustee or, in lieu of such personal service, when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustee at 819 Red Maple Drive, WPAFB, Ohio 45433.

IN WITNESS WHEREOF, the provisions of this Agreement of Trust shall bind CHARLES D. WALLER and KAREN L. WALLER as Settlers, and CHARLES D. WALLER and KAREN L. WALLER as Co-Trustees; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust, as well as their successors and assigns.

Dated at Dayton, Ohio, this 23rd day of July, 1998.

SIGNED AND ACKNOWLEDGED IN
THE PRESENCE OF:

SETTLORS:

[Signature]
Witness

[Signature]
CHARLES D. WALLER

[Signature]
Witness

[Signature]
KAREN L. WALLER

CO-TRUSTEES:

[Signature]
CHARLES D. WALLER

[Signature]
KAREN L. WALLER

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

01/11/2000-01198
11:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
014 CJI 41.00

On this 23rd day of July, 1998, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared CHARLES D. WALLER and KAREN L. WALLER known to be the persons whose name is subscribed to the within instruments and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

[Signature]
NOTARY PUBLIC

CHARLES A. JOHNSON, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

This instrument prepared by:
Law

CHARLES A. JOHNSON, Attorney at
Suite 400, 345 W. Second Street
Dayton, Ohio 45402
(937) 224-1427