

THE ARNOLD F. SWAN TRUST

ARTICLE I. AGREEMENT

This Trust Agreement is made November 7, 2000, by ARNOLD F. SWAN of Avon Lake, Lorain County, Ohio as Settlor, and ARNOLD F. SWAN of Avon Lake, Lorain County, Ohio as Trustee.

Settlor declares that Settlor has transferred to the Trustee the property described in Schedule A attached to this instrument. The Trustee hereby agrees to hold that property and any other property of the Trust Estate, in trust, on the terms set forth in this instrument.

It is Settlor's desire, by this instrument, to create an inter vivos revocable trust in accordance with the laws of the State of Ohio, whereby Settlor's separate property will be held in trust and managed for Settlor's benefit during Settlor's lifetime and distributed to the beneficiaries named herein upon Settlor's death.

Settlor is married to Dorothy A. Swan.

Settlor has 2 children, namely Lori Havlik and Lynda Swan.

ARTICLE II. TRUST ESTATE

All property subject to this instrument from time to time is referred to as the "Trust Estate" and shall be held, administered and distributed according to this instrument.

The Trust Estate consists of the property (plus the proceeds and undistributed income of the property) that is listed in Schedule A and that is hereafter transferred to the trust by the Settlor or Settlor's will, as insurance proceeds or pension benefits, or from any other person or source. The Settlor's property, listed in Schedule A or subsequently added to the Trust Estate, is the separate estate of Settlor.

ARTICLE III. DISTRIBUTIONS OF INCOME AND PRINCIPAL

A. Distribution. During the Settlor's lifetime, the trustee shall pay to or apply for the benefit of Settlor the net income of Settlor's separate property in monthly or more frequent installments. The Trustee shall pay to or apply for the benefit of said Settlor as much of the principal as the Settlor directs or as is necessary in the Trustee's discretion of the proper health, education, support, maintenance, comfort and welfare of the Settlor in accordance with Settlor's accustomed manner of living at the date of this instrument.

B. Rights of Remaindermen Secondary. The Trustee shall exercise in a liberal manner the power to invade principal contained in this Article III, and the rights of the remaindermen in the trust shall be considered of secondary importance.

ARTICLE IV. SETTLOR INCAPACITATED.

A. Payments for Benefit of Incapacitated Settlor. If any time, as certified in writing by the Settlor's attending physician, or, if such Settlor has no regularly attending physician, two licensed physicians, not related by blood or marriage to Settlor or any beneficiary of this trust, Settlor has become incapacitated, whether or not a court of competent jurisdiction has declared Settlor incompetent or mentally ill, or has appointed a conservator or Guardian, the Trustee shall take the steps outlined in this Article IV, paragraph A. Trustee shall apply for the benefit of Settlor, amounts of net income and principal necessary in the Trustee's discretion for the proper health, support, maintenance, comfort and welfare of Settlor in accordance with Settlor's accustomed manner of living during Settlor's lifetime. The Trustee shall make such payments or applications until Settlor is again able to manage Settlor's own affairs, or until Settlor's earlier death, as certified by the Settlor's attending physician, or, if Settlor has no attending physician, by two licensed physicians not related by blood or marriage to the Settlor or to any beneficiary of this trust.

In making distributions of principal, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any income or other resource of Settlor outside the Trust Estate known to the Trustee. The words "incapacity" or "incapacitated" shall include any condition that renders a person unable to conduct his or her regular affairs and that is likely to extend for a period of longer than ninety (90) days. The certification of incapacity shall be filed with and accepted by the Trustee, or for an incapacitated Trustee, filed with and accepted by the Successor Trustee.

B. Undistributed Income. Any of the net income derived from the Trust Estate which may not have been distributed to the Settlor shall be accumulated and added to the principal.

C. Public Benefits. In making distributions, the Trustee shall take all prudent and lawful steps to ensure the earliest possible eligibility of Settlor for health and income public benefits for which the Settlor may qualify because of age or disability. If Settlor has named an attorney in fact to act on Settlor's behalf in a Durable Power of Attorney, the Trustee shall follow the directions of such attorney in fact toward this end.

ARTICLE V. AMENDMENT AND REVOCATION.

A. Settlor May Amend or Revoke. Settlor may amend or revoke the trust as to all or any part of the property held therein by an executed writing, dated and delivered to the Trustee. Upon delivery of the revocation, the property shall revert to the Settlor as Settlor's separate property. At and after Settlor's death the trust shall be irrevocable.

B. Disability of Settlor. All of the Settlor's powers to revoke and amend this instrument are personal to Settlor; however in the event of disability, the powers may be exercised (during the Settlor's lifetime) on Settlor's behalf; by an attorney-in-fact under a durable power of attorney signed by Settlor with powers given in such durable power of attorney; or by a conservator or guardian with court approval.

ARTICLE VI. DISTRIBUTION OF TRUST ESTATE.

A. Distribution.

(1) Upon the death of Settlor, the Trustee shall then deliver the entire trust estate, including any tangible personal property held by Settlor or the Trust Estate, any household goods, furniture, furnishings, personal automobiles, jewelry, paintings and books, together with any insurance thereon, to Settlor's beloved Wife's trust, The Dorothy A. Swan Trust dated November 7, 2000. Should, however, Dorothy A. Swan predecease Settlor or fail to survive him by thirty (30) days, then in that event the transfers to the Dorothy A. Swan Trust dated November 7, 2000, previously recited in this Trust Agreement shall fail and be of no effect and the Trustee shall distribute the property remaining in the Trust Estate as follows:

- (a) Twenty percent (20%) of the net Trust Estate to Wesleyan Senior Living Foundation, 807 West Avenue, Elyria, Ohio 44035.
- (b) One Half of the balance of the net Trust Estate to my daughter, **LORI HAVLIK**, per stirpes, absolutely and in fee simple, which I direct that my Trustee distribute to her immediately. If **LORI HAVLIK** should predecease me or fail to survive me by thirty days leaving no issue surviving, then in that event her share of my estate shall become a part of the residue trust estate to be distributed in accordance with Article VI(A)(1)(c) of this Trust.
- (c) All the rest, residue and remainder of the Trust Estate, to **LYNDA SWAN**, if she shall survive Settlor to be held, administered and distributed for the benefit of **LYNDA SWAN** as follows:
 - (i) Until **LYNDA SWAN** attains the age of 50 years, the Trustee shall pay to or apply for the benefit of such beneficiary in monthly or other convenient installments so much of the net income and, if the net income is insufficient, so much of the principal, up to the whole thereof, from her Trust Estate, as the Trustee in her discretion deems advisable for the beneficiary's proper care, support, maintenance, and education. Such means include making payments for the beneficiary's account to the beneficiary's conservator, guardian of the person, parent or any other suitable adult with whom the beneficiary shall reside, or making payment on behalf of the beneficiary for the beneficiary's exclusive benefit. The Trustee shall accumulate and add to the principal of each beneficiary's Trust Estate the undistributed balance, if any, of the said net income at the end of the year.
 - (ii) Notwithstanding the foregoing provisions, the Trustee shall not make any distributions of income or principal for the benefit of **LYNDA SWAN** which shall render her ineligible or cause a reduction in any benefit that she may be entitled to receive, including, but not limited to the following: institutional care provided by the state or federal government, social security, supplementary security income, Medicare, and Medicaid. Distributions of income or principal

to or for the benefit of LYNDA SWAN shall be made liberally and generously, but not for the purpose of providing for anything which could otherwise be provided for her by governmental or other assistance. It is my express intent and purpose in establishing this Trust for my daughter LYNDA SWAN that the principal and income of this Trust shall supplement rather than supplant Medicaid or other governmental benefit programs.

(iii) When LYNDA SWAN attains the age of 50 years, the Trustee shall distribute to her all of the balance of her Trust Estate. Should LYNDA SWAN predecease Settlor or die prior to attaining the age of 50 years, then on the death of LYNDA SWAN the Trustee shall distribute outright all of the balance of such deceased beneficiary's trust estate to LORI HAVLIK, per stirpes, absolutely and in fee simple.

(d) Should LYNDA SWAN and LORI HAVLIK and her respective issue should die prior to receiving their entire interest in the within trust, then in that event, the Trustee shall distribute outright all of the balance of the trust estate as follows:

(i) Twenty five percent (25%) to The Wesleyan Senior Living Foundation, 807 West Avenue, Elyria, Ohio 44035.

(ii) Twenty five percent (25%) to the Memorial Sloan Kettering Cancer Center, 1275 York Avenue, New York, New York 10021.

(iii) Twenty five percent (25%) to the Salvation Army of Lorain County, Ohio.

(iv) Twenty five percent (25%) to the Fields United Methodist Church of North Ridgeville, Ohio for the purpose of erecting a bell tower in front of the church building.

(2) **Notice to Beneficiaries.** Upon the death of Settlor, the Trustee shall, and any other person or entity may, give notice to beneficiaries of their interest in the trust (which may be subject to a survivorship period). No one giving notice under this provision shall be liable to the trust, Trustee, or to any beneficiary, and the trust shall hold harmless and indemnify any person or entity so giving notice.

ARTICLE VII. PAYMENT OF TAXES, DEBTS AND EXPENSES.

Upon the death of the Settlor, the Trustee shall follow any directions of the personal representative of Settlor's domiciliary probate estate regarding payment of any death taxes, debts and other valid claims and expenses which are enforceable against Settlor's estate.

If there are no such directions from a personal representative, the Trustee, in the Trustee's discretion, is authorized to pay the Settlor's debts outstanding at the time of Settlor's death and not barred by the statute of limitations, Statute of frauds, or any other provision of law. Such debts may include valid death taxes and other governmental charges imposed under the laws of the United States

or of any state or country by reason of such death, including interest and penalties attributable to the Trust Estate arising because of the Settlor's death; the last illness and funeral expenses of the Settlor; attorney's fees, and other costs incurred in administering the deceased Settlor's estate.

The Trustee is authorized to accomplish the foregoing in the exercise of its discretion by direct payment, loans to the personal representative of Settlor's estate and purchase of assets from Settlor's estate or any other reasonable method. Any long term debt shall ordinarily be paid in accordance with its terms unless the Trustee determines otherwise.

ARTICLE VIII. DESIGNATION OF TRUSTEE.

A. Trustee. ARNOLD F. SWAN shall serve as initial Trustee.

The Settlor shall have the power to appoint a Co-Trustee or a Successor Trustee by an instrument signed, dated and delivered to the Trustee, and by the same method may revoke such appointments and make new ones. The appointment of a Co-Trustee shall become effective on the written acceptance of the trust by the newly appointed Trustee and the delivery of the acceptance to Settlor. The appointment of a Successor Trustee must be effective upon the date the last Trustee fails to qualify or ceases to act.

If Settlor has not exercised Settlor's power to select other Successor Trustees during Settlor's lifetime, the following shall serve as Successor Trustee, in order of preference as listed:

1. Dorothy A. Swan of Avon Lake, Ohio.
2. Lori Havlik.
3. Christopher Havlik.
4. Randall Aamons of North Olmsted, Ohio.
5. Carl Purdey of Elyria, Ohio.
6. Jeffrey H. Manning of North Ridgeville, Ohio.
7. Any suitable natural person or corporate trustee appointed by Court Order upon the advice of an adult beneficiary.

B. Incapacity of a Trustee. If the Trustee cannot administer the trust because of incapacity, during any period of incapacity the Successor Trustee named herein in descending order shall act as Trustee, having all rights and powers granted to the Trustee by this instrument.

Incapacity shall mean any physical or mental condition of the Trustee, whether arising from accident, illness or other cause, which renders the Trustee unable to conduct the regular affairs of the Trust Estate, including but not limited to the endorsement for receipt for funds and writing of checks for disbursement of funds from the Trust Estate, which condition of incapacity is probable to extend for a period greater than ninety (90) days. Incapacity shall be conclusively established if either the Trustee's regularly attending physician or two doctors, authorized to practice medicine in the State of Ohio (or in any State or country in which the Trustee is then residing) issue written certification to that effect. In the absence of certification, a Trustee or Successor Trustees or beneficiary(ies) hereunder may petition the court having jurisdiction over this trust to remove a Trustee and, if there is no other acting Trustee, replace him or her with a Successor Trustee. Neither a Trustee nor

beneficiary who so petitions the court shall incur liability to any beneficiary of the trust or to the substituted Trustee as a result of this petition, provided the petition is filed in good faith and in the reasonable belief that the substituted Trustee is incapacitated or otherwise cannot act.

C. Resignation. Any Trustee may resign at any time by giving written notice of resignation to the Settlor, and/or the other Trustee(s) then acting, if any, and if there are none, then to all the then current income beneficiaries. Any such resignation shall become effective immediately upon such notice or at such date as the Trustee and the Settlor, or the said beneficiaries may agree, but no later than thirty (30) days after such written notice. All trusts under this Agreement need not have the same Trustee or Co-Trustee, and a Trustee may resign from one or more Trusteeships without resigning from all.

D. Death of Trustee. Death of a Trustee shall be evidenced by a certified copy of the death certificate delivered to the Successor Trustee.

E. Bond. No bond shall be required of any person named in this instrument as a Trustee or Successor Trustee, for the faithful performance of his or her duties as Trustee.

F. Authority to Settlor as Trustee. Settlor as Trustee shall have the power to bind the trust in any and all transactions.

G. Successor Trustee.

1. A Successor Trustee shall succeed to all title to the property of the Trust Estate and all powers, rights, discretions, obligations and immunities of the Trustee hereunder with the same effect as though such had been originally named the Trustee.

2. No Successor Trustee shall be liable for any act, omission or default of a predecessor Trustee or Trustees. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of a trust, no Successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee or Trustees, and the Successor Trustee may accept the accounting records of the predecessor Trustee or Trustees showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

3. Any third person dealing with the Successor Trustee shall accept, and shall be absolutely entitled to rely upon, the statement of the Successor Trustee that it has become the Successor Trustee in accordance with the provisions of this Article; and shall be under no obligation to make any investigation into the facts or circumstances of the assumption of authority by the Successor Trustee.

4. The Successor Trustee shall not be made subject to any claim or demand by the Settlor or by any beneficiary of the Trust Estate by reason of its commencing to act as Successor Trustee in accordance with the provisions of this Article.

H. Reimbursement and Compensation. An individual Trustee may receive reasonable compensation. A corporate Trustee's compensation shall be according to its schedule of fees for the

administration of living trusts in effect from time to time. Any Trustee shall be reimbursed for expenses on behalf of the Trust Estate and shall receive reasonable compensation for extraordinary services rendered to the Trust Estate.

A Trustee shall be entitled to reimburse himself or herself for any personal costs incurred in the administration of this trust and for any expenses of the trust that he/she paid.

L. Trustee Accounting. During the lifetime of Settlor, as long as Settlor has capacity, the Trustee shall account to Settlor, and the written approval of the Settlor shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries.

If anyone other than the Settlor is serving as Trustee, and so long as he/she is not serving as a co-Trustee with Settlor, that Trustee shall provide an annual accounting which reflects assets, obligations, income, distributions and expenditures to Settlor if Settlor has capacity or, in the event of Settlor's incapacity or demise, to the beneficiaries of the residue of the remainder of the Trust Estate. The records of the Trustee shall be open at all reasonable time to inspection by Settlor, and in the event of Settlor's incapacity or demise, to Settlor's beneficiaries named herein.

ARTICLE IX. TRUSTEE'S POWERS.

A. Grant. Settlor grants to the Trustee discretion and complete power to administer the Trust Estate as a fiduciary. In addition to those powers now or subsequently conferred by law, such grant shall include without limitation the following powers.

B. To Receive Assets. To receive, take possession of, sue for, recover, and preserve the assets of the Trust Estate, both real and personal, coming to its attention or knowledge and the rents, issues and profits arising from such assets.

C. To Retain Initial Assets. To retain the initial assets of the Trust Estate without liability for loss, depreciation or diminution in value resulting from such retention until the Trustee decides to dispose of such assets. The Trustee may, in its discretion, retain in the trust any personal effects, heirlooms, or similar tangible personal property which the Trustee may deem desirable or appropriate to retain, for storage or use by any beneficiary during the existence of the trust, or for distribution to the remaindermen upon termination of the trust.

D. To Invest. To invest and reinvest all or any part of the Trust Estate in any common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trusts, mortgage participation, money market funds, mutual funds, index funds, notes, real estate, or other property the Trustee in the Trustee's discretion selects.

E. To Manage, Exchange, Repair. With respect to real and personal property or any interest in real and personal property owned by the trust, to manage, control, grant options on, sell (for cash or on deferred payments), grant, transfer, convey, exchange, partition, encumber, divide, improve and repair trust property; to subdivide, develop, and to dedicate to public use; to dedicate and grant easements to public use without consideration; to lease trust property for terms within or

beyond the term of the trust for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

F. To Manage Securities. To have all the rights, powers and privileges of an owner of the securities held in trust, including but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts and pooling agreements (whether or not extending beyond the term of the trust); to enter into shareholders' agreements; to consent to foreclosure, reorganizations, consolidations, mergers, liquidations, sales, and leases, and incident to any such action to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise stock options and to exercise or sell stock subscriptions or conversion rights.

G. To Operate Business. To continue to hold and operate, to sell or to liquidate at the risk of the Trust Estate, any closely held business interest, whether proprietorship, partnership or corporation.

H. To Handle Financial Accounts. To handle trust funds, including deposits and withdrawals, in any savings or other account, interest-bearing or non-interest bearing, in any currency whatsoever, with any bank, financial institution, or other depository, or deposit such trust funds in investment certificates or time certificates or other investment paper.

I. To Make Contracts and Carry Out Agreements. To enter into contracts, which are reasonably incident to the administration of the trust; to carry out the terms of any valid agreement which Settlor may have entered into during Settlor's lifetime concerning property owned by the trust.

J. To Act as Creditor. With respect to any indebtedness owed to the trust, secured or unsecured, to continue the same upon and after maturity, upon such terms as the Trustee deems advisable; to foreclose any security for such indebtedness, in the Trustee's discretion.

K. To Borrow. To borrow money from any source, including an individual Trustee or the commercial department of a corporate Trustee, with any such indebtedness being repayable solely from the Trust Estate or a part of it, and to pledge or encumber the Trust Estate, or a part of it, as security for such loans; to act using a line of credit or letter of credit in the name of the trust; to guarantee a debt of Settlor.

L. To Deal with Fiduciaries. To purchase from, borrow from, sell to and generally to deal with the Trustee individually and as a fiduciary, or with partnerships, corporations, and financial or business organizations in which the Trustee may have an interest on an arm's length basis, except that the Settlor as Trustee need not deal at arms' length with the trust. The Trustee shall have the power to sell property to or purchase property from and to borrow money from or lend money to Settlor's probate estate. Any such transactions shall be made on an arm's-length basis, at the fair value or at such interest as the Trustee and personal representative of the probate estate determines to be proper. The Trustee is not authorized to make loans to the Trustee as an individual. The powers authorized herein may be exercised event though the Trustee and personal representative may be the same.

M. To Use Nominee. To hold title in the name of a nominee or in a manner that will pass title by delivery or otherwise facilitate proper administration, but the Trustee is liable for any act of the nominee in connection with the security so held.

N. To Determine Income and Principal. Except as otherwise specifically provided hereunder, to determine all matters of trust accounting in accordance with the provisions of the Principal and Income Law of the State of Ohio (depending upon Settlor's residence at that time) from time to time existing; and if there is no provision therein, in accordance with generally accepted accounting principles in the Trustee's discretion, which principles shall be consistently applied.

O. To Abandon Property. To abandon any property or interest in property belonging to the trust when, in the Trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.

P. To Litigate. To prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of a trust or the Trustee, to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy; and to insure the trust or trusts against any risk, and the Trustee against liability with respect to third persons.

Q. To Prepare Tax Returns and Make Elections. To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this agreement; to prepare all necessary fiduciary income tax returns; to make all necessary and appropriate elections in connection therewith in its discretion, even if an election has the effect of favoring one beneficiary or set of beneficiaries to the apparent disadvantage of another.

R. To Distribute. To partition, allot, and distribute the Trust Estate on any division or partial or final distribution of the Trust Estate in undivided interests or in kind, or partly in money and partly in kind, at fair market value, as determined by the Trustee, on the effective date of distribution, and to sell any property the Trustee considers necessary for division or distribution. The Trustee may make non-prorata distributions to beneficiaries, and in so doing, shall consider and attempt to equalize, as far as practicable, the aggregate income tax basis of such assets distributed to the various beneficiaries. Any such determination by the Trustee shall bind all parties in interest.

S. To Carry Insurance and Collect Insurance Proceeds. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust Estate and the Trustee personally against any hazard. To collect the net proceeds of any insurance payable to the Trust. The Trustee shall have the power to take such action as it deems appropriate to enforce any claims of the Trust Estate under such policy, plan or contract and to compromise, arbitrate or otherwise settle such claims, all at the expense of the Trust Estate but with no obligation on the Trustee to incur expenses or liabilities that cannot be paid from trust funds or for which the Trustee has no assurance of indemnification. Payment to the Trustee by the insurance company of the proceeds of any insurance policy, including life insurance, disability insurance, hazard insurance or otherwise, and receipt and release from the Trustee for such proceeds and/or policies shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Agreement or see to the application of such payments.

T. To Seek and Maintain Public Benefits for a Beneficiary. To take any and all steps necessary, in the Trustee's discretion, to obtain and maintain eligibility of any beneficiary under this trust for any and all public benefits and entitlement programs. Such programs include but are not limited to Social Security, Supplemental Security Income, Medicare and Medicaid.

U. To Disclaim. To disclaim, in the Trustee's absolute discretion, all or any portion of any interest in property passing to the Trust Estate at or after the Settlor's death, regardless of the resulting effect on any other provisions of this trust or on any person interested in the Trust Estate.

ARTICLE X. ADMINISTRATIVE PROVISIONS.

A. Additions to Trust. Settlor may add to the Trust Estate by Will, deed or otherwise. Subject to the approval of the Trustee in writing, other persons or entities may add to the Trust. Unless otherwise specifically directed by such other persons or entities, the Trustee shall allocate the contributed property ratably among the then existing trust shares on the basis of the fair market value of the trust shares at the time of the contribution.

B. Notice to Trustee of Births, Deaths and Other Events Affecting Interests. Unless the Trustee has received actual notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred, provided this clause shall not exculpate the Trustee from liability arising from non-payment of death or generation-skipping taxes that may be payable by the trust on occurrence of an event affecting the beneficial interests of this Trust.

C. Perpetuities Savings Clause. Unless terminated earlier in accordance with other provisions of this instrument, all trusts created under this agreement shall terminate 21 years after the death of the last survivor of Settlor's beneficiaries living on the date of Settlor's death. The principal and undistributed income of a terminated trust shall be distributed to the income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled or authorized, in the Trustee's discretion to receive trust payments.

D. Choice of Law. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of Ohio in force from time to time. This paragraph shall apply regardless of any change of residence of a Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

Notwithstanding the foregoing, the validity and construction of this trust in relation to any real property located in a jurisdiction outside the State of Ohio shall be determined under the laws of such jurisdiction. If the situs or place of administration of the trust is changed to another state, the law of that state shall govern the administration of the trust.

E. Definitions.

1. Education. Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational school, college, postgraduate study, remedial or special needs at an institution or with instructors of the beneficiary's or his/her legal guardian's choice. It shall also include study in music or any of the arts with an appropriate instructor or school. In determining payments to be made to the beneficiary or on his or her behalf for education, the Trustee shall consider the beneficiary's reasonable related living and traveling expenses.

2. Distribution by Representation. Unless otherwise specified, distribution or allocation among "descendants" or "issue" is to be made by distributing or allocating one equal share to each living member of the nearest generation in which there are descendants living at the time and distributing or allocating one equal share in the same manner among the then living descendants of each member of that same generation who is then deceased leaving such descendants.

3. Class Terms. In this instrument, the term "issue" refers to lineal descendants of all degrees, and the terms "issue" and "descendants" and other class terminology include claimants whose membership in the class is based on birth out of wedlock or adoption, provided the person so born or adopted lived for a significant time during minority (before or after adoption, in the case of adoption) as a member of the household of the relevant natural or adoptive parent or the household of that parent's parent, brother, sister, or surviving spouse. The rights of a person who would be included in a class gift term on this basis, or on the basis of birth in wedlock, are not affected by subsequent adoption of that person (or of one through whom he or she claims) by another, whether within or outside the family.

4. Notice. "Notice" throughout this trust agreement shall be in writing and shall either be personally delivered or mailed with postage prepaid in a manner reasonably designed to communicate the information contemplated.

F. No Contest. Except as otherwise provided in this instrument, Settlor has intentionally and with full knowledge omitted to provide for Settlor's heirs. The Trustee is hereby authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on this trust or any of its provisions.

G. Claims of Creditors. The Trustee shall not be personally liable to any creditor or to any other person for making distributions from any trust under the terms of this instrument if the Trustee has no notice of the claim of such creditor.

H. Severability Clause. If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

I. Survivorship Provision. Except as otherwise specifically provided in this instrument, any beneficiary not living thirty (30) days after the death of Settlor shall be deemed not to have survived Settlor.

J. Distribution to a Young or Disabled Beneficiary due to age or mental or physical disability. On any partial or total termination of a trust, the Trustee shall not (except the distribution to LYNDIA SWAN as set forth in Article VI(A)(1)(c) of this Trust) have the power to distribute property to a custodian for a minor or other eligible beneficiary under any applicable Transfers or Gifts to Minors Act or to use any other means of making distribution under applicable laws or terms of this trust to a beneficiary who is under legal disability. If a beneficiary of this Trust is age 24 years or younger, he or she shall for the purposes of distribution under this trust be considered to be under a legal disability due to age. The Trustee shall apply and distribute the net income and principal of the Trust Estate set aside for the benefit of each disabled beneficiary who is disabled due to age or mental or physical infirmity as follows:

(i) Until such disabled beneficiary attains the age of 25 years, the Trustee shall pay to or apply for the benefit of such beneficiary in monthly or other convenient installments so much of the net income and, if the net income is insufficient, so much of the principal, up to the whole thereof, from his or her Trust Estate, as the Trustee in his discretion deems advisable for the beneficiary's proper care, support, maintenance, and education. Such means include making payments for the beneficiary's account to the beneficiary's conservator, guardian of the person, parent or any other suitable adult with whom the beneficiary shall reside, or making payment on behalf of the beneficiary for the beneficiary's exclusive benefit. The Trustee shall accumulate and add to the principal of each beneficiary's Trust Estate the undistributed balance, if any, of the said net income at the end of the year.

(ii) When such beneficiary attains the age of 25 years, the Trustee shall distribute to such beneficiary all of the balance of his or her Trust Estate.

(iii) If any beneficiary for whom a trust estate has been set aside should die prior to attaining the age of 25 years, then on the death of such beneficiary the Trustee shall distribute outright all of the balance of such deceased beneficiary's trust estate per stirpes among the beneficiaries issue.

The Trustee may make distributions for a physically or mentally incapacitated beneficiary to the conservator or guardian of the beneficiary's estate or to the Trustee of the beneficiary's revocable trust for the beneficiary's own benefit. Neither bond nor other security need be required of any such payee. The Trustee may thus distribute the property without obligation to see to the further application of such distribution, and the receipt for distributions by any such persons shall fully discharge the Trustee.

ARTICLE XI. PROBATE COURT JURISDICTION AVAILABLE.

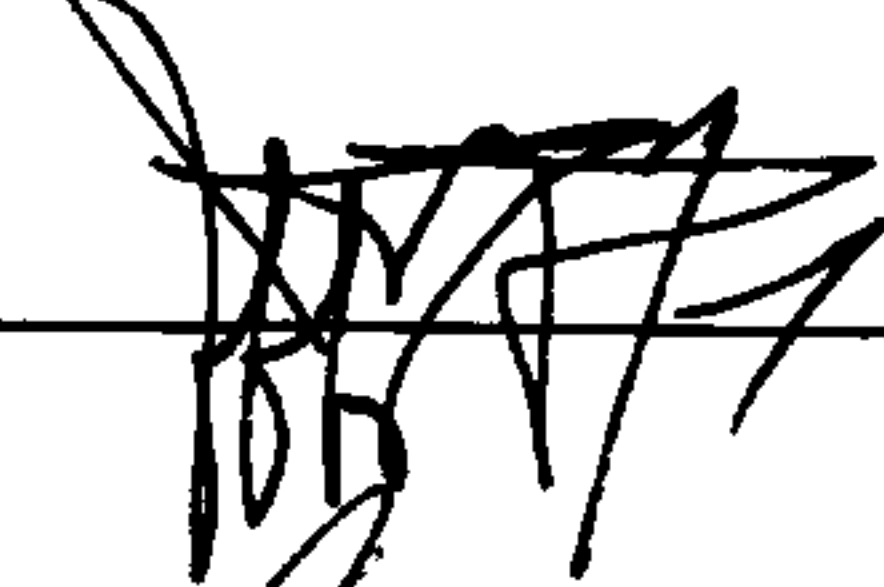
Any statutory code provisions applicable in the State of Ohio authorizing optional probate court jurisdiction over living trusts hereby are made expressly applicable. It is, however, Settlor's intention to avoid the probate process by this Trust Agreement. This Article XI is included only to provide Trustee with all options under the law. In the event there is a conflict between a Trust provision and a provision in the Probate Code, the Trust provisions will govern.

ARTICLE XII. NAME OF TRUST.

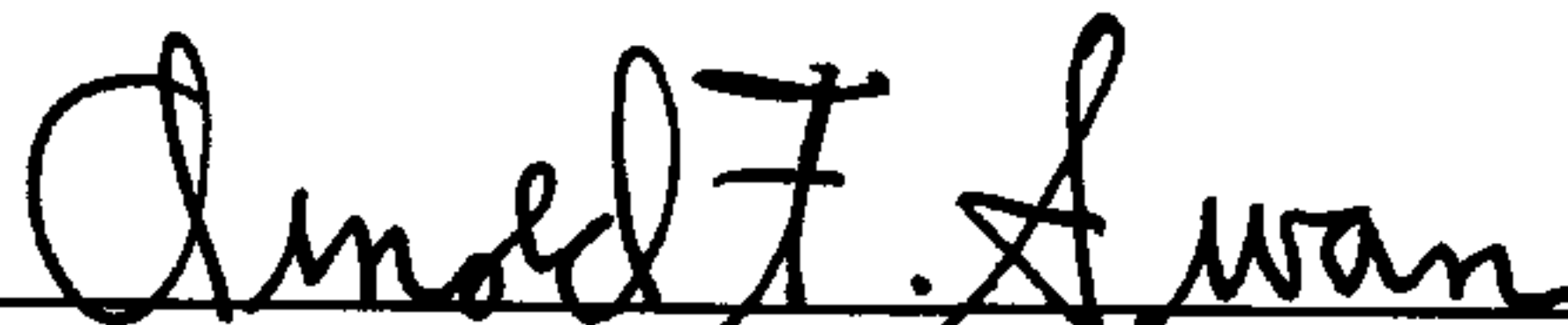
The Trusts created in this instrument may be referred to collectively as **THE ARNOLD F. SWAN TRUST.**

Executed at North Ridgeville, Ohio on November 7, 2000.

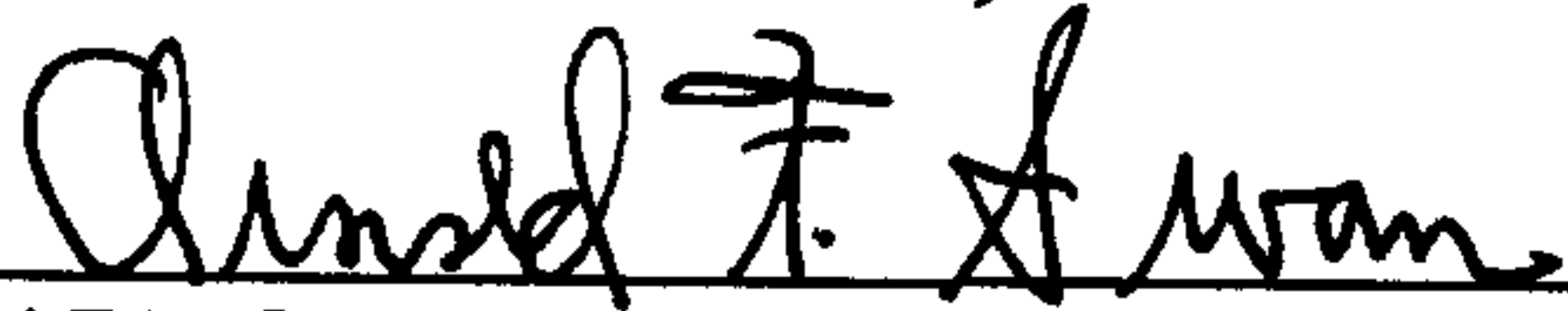
Witnesseth:



Cynthia J. Meadows



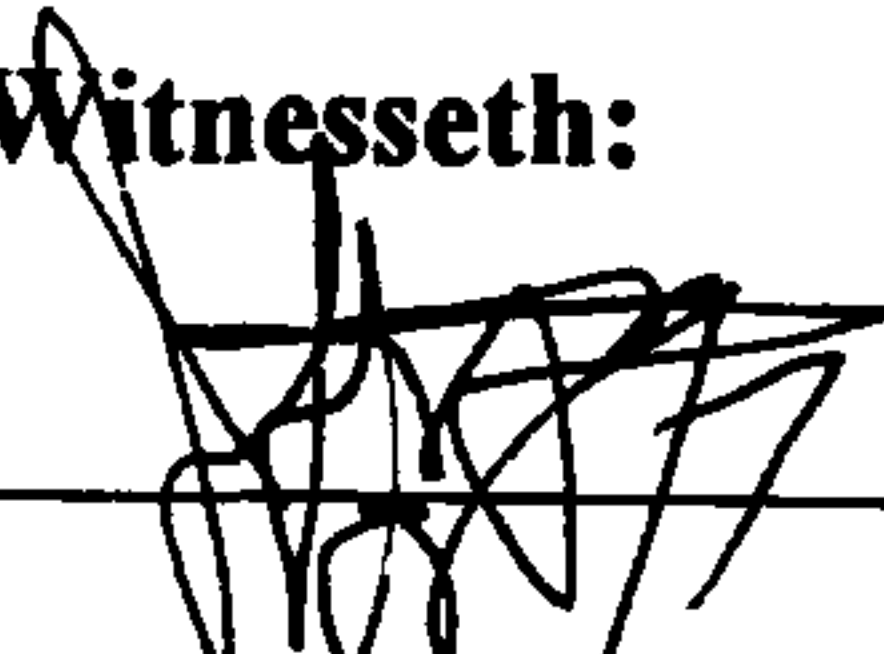
ARNOLD F. SWAN, Trustee



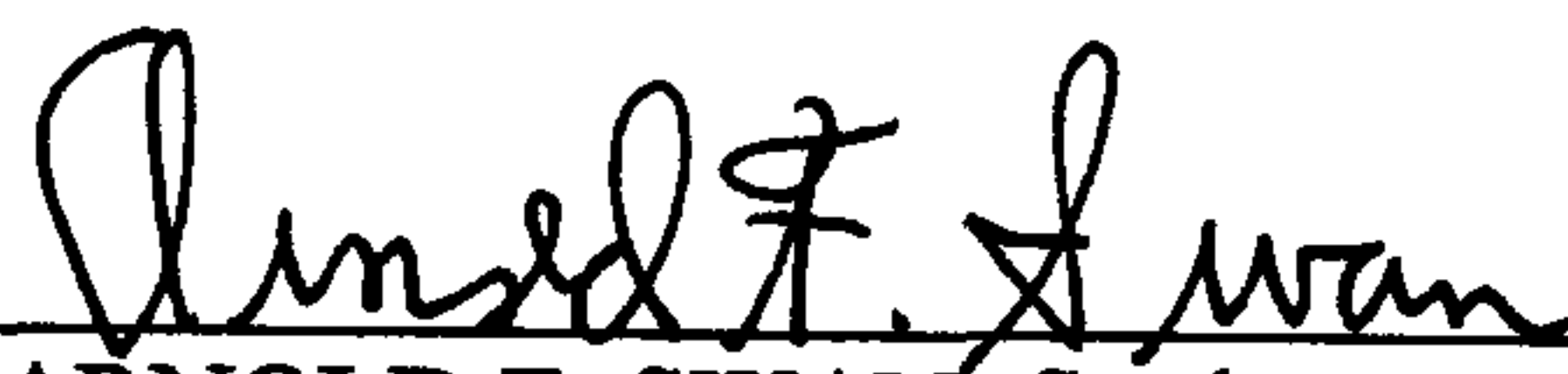
ARNOLD F. SWAN, Settlor

I certify that I have read the foregoing trust agreement and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. I approve the trust agreement in all particulars and request that the Trustee execute it.

Witnesseth:



Cynthia J. Meadows



ARNOLD F. SWAN, Settlor

Dated: November 7, 2000.

**SCHEDULE A
ARNOLD F. SWAN**

An undivided one-half interest in the real estate located at 464 Long Pointe Drive, Avon Lake, Ohio 44012.

An undivided one-half interest in the real estate located at 18900 Chickasaw Avenue, Cleveland, Ohio 44119.

Household Goods, Furnishings and Fixtures - Per Assignment

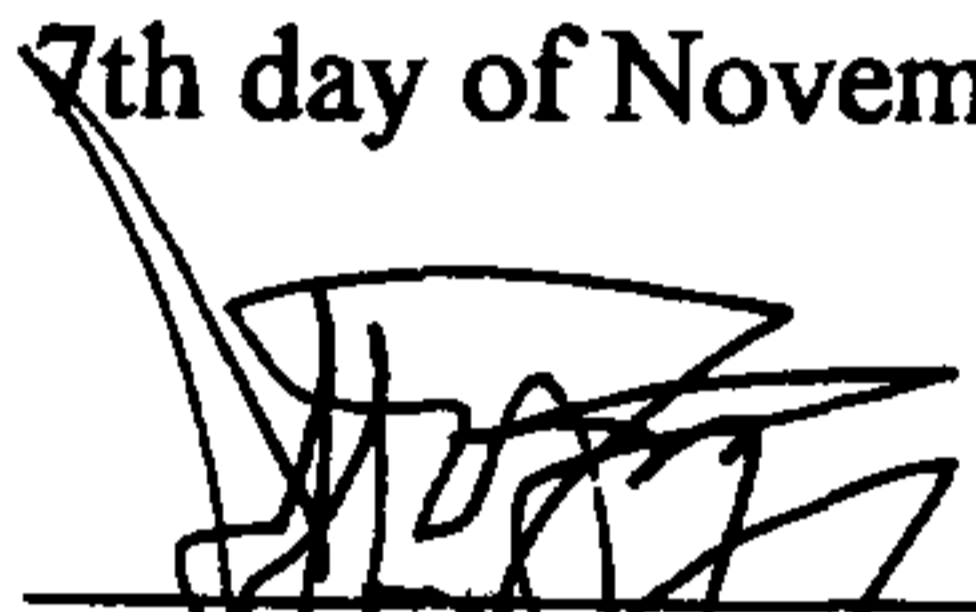

ARNOLD F. SWAN, Trustee

Assignment of Furniture, Furnishings and Personal Effects

I, ARNOLD F. SWAN, of the City of Avon Lake, County of Lorain and State of Ohio, do hereby sell, transfer and assign, without consideration, all right, title and interest which I have in my personal and household effects of every kind including but not limited to furniture, fixtures, appliances, furnishings, antiques, pictures, china, silverware, glassware, books, jewelry, wearing apparel, tools and all policies of fire, burglary, property damage and other insurance on or in connection with the use of this property, which I now own or which I may own in the future to:

ARNOLD F. SWAN, Trustee or the then acting Trustee, under the ARNOLD F. SWAN Trust Dated November 7, 2000, as amended from time to time.

IN WITNESS WHEREOF, I have hereunto signed this Assignment on this 7th day of November, 2000.



Jeffrey H. Manning




Cynthia J. Meadows



ARNOLD F. SWAN

STATE OF OHIO
COUNTY OF LORAIN

Before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, I hereby certify that on this 7th day of November, 2000, personally appeared ARNOLD F. SWAN, to me known to be the person described in and who signed and dated this Assignment and acknowledged before me that he executed the same at North Ridgeville, Ohio



*Jeffrey H. Manning, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date*

**SECOND AMENDMENT TO THE
ARNOLD F. SWAN TRUST
DATED NOVEMBER 7, 2000**

WHEREAS, I , Arnold F. Swan, created a written Declaration of Trust dated November 7, 2000; and

WHEREAS, pursuant to the terms of said Declaration of Trust, I reserve unto myself the right to amend or revoke at any time the Trust created thereunder without the consent or notice to any beneficiary, and

WHEREAS, I previously amended the Trust by that certain First Amendment to the Arnold F. Swan Trust on April 2, 2001; and

WHEREAS, I now desire to further amend the Trust by revoking the aforesaid First Amendment to the Arnold F. Swan Trust dated April 2, 2001, and substitute in its place the following Second Amendment to said Trust;

NOW THEREFORE, pursuant to the aforesaid right to revoke and amend, I do hereby revoke the existing Article VI Distribution of Trust Estate and Article VII Designation of Trustee and substitute in its place the following:

ARTICLE VI. DISTRIBUTION OF TRUST ESTATE.

A. Distribution.

1. Upon the death of Settlor, the Trustee shall then deliver the entire trust estate, including any tangible personal property held by Settlor or the Trust Estate, any household goods, furniture, furnishings, personal automobiles, jewelry, paintings and books, together with any insurance thereon, to Settlor's beloved Wife's trust, The Dorothy A. Swan Trust dated November 7, 2000. Should, however, Dorothy A. Swan predecease Settlor or fail to survive him by thirty (30) days, then in that event the transfers to the Dorothy A. Swan Trust dated November 7, 2000, previously recited in this Trust Agreement shall fail and be of no effect and the Trustee shall distribute the property remaining in the Trust Estate as follows:

(a) One-half of the net Trust Estate to my daughter, LORI HAVLIK, per stirpes, absolutely and in fee simple, which I direct that my Trustee distribute to her immediately. If LORI HAVLIK should predecease me or fail to survive me by thirty days leaving no issue surviving, then in that event her share of my estate shall become a part of the residue trust estate to be distributed in accordance with Article VI(A)(1)(b) of this Trust.

(b) All the rest, residue and remainder of the Trust Estate after the distribution set forth in Article VI(A)(1)(a), shall be held and administered in trust and distributed for my daughter, LYNDA SWAN, as follows:

(i) During the lifetime of LYNDA SWAN, the Trustee shall pay to or apply for the benefit of such beneficiary in monthly or other convenient installments so much of the net income and, if the net income is insufficient, so much of the principal, up to the whole thereof, from her Trust Estate, as the Trustee in her discretion deems advisable for the beneficiary's proper care, support, maintenance, and education. Such means include making payments for the beneficiary's account to the beneficiary's conservator, guardian of the person, parent or any other suitable adult with whom the beneficiary shall reside, or making payment on behalf of the beneficiary for the beneficiary's exclusive benefit. The Trustee shall accumulate and add to the principal of such beneficiary's Trust Estate the undistributed balance, if any, of the said net income at the end of the year.

(ii) Notwithstanding the foregoing provisions, the Trustee shall not make any distributions of income or principal for the benefit of LYNDA SWAN which shall render her ineligible or cause a reduction in any benefit that she may be entitled to receive, including, but not limited to the following: institutional care provided by the state or federal government, social security, supplementary security income, Medicare, and Medicaid. Distributions of income or principal to or for the benefit of LYNDA SWAN shall be made liberally and generously, but not for the purpose of providing for anything which could otherwise be provided for her by governmental or other assistance. It is my express intent and purpose in establishing this Trust for my daughter LYNDA SWAN that the principal and income of this Trust shall supplement rather than supplant Medicaid or other governmental benefit programs.

(iii) Upon the death of LYNDA SWAN the Trustee shall distribute outright all of the remainder trust estate to LORI HAVLIK, per stirpes, absolutely and in fee simple.

(c) Should LYNDA SWAN and LORI HAVLIK and her respective issue all die prior to receiving their entire interest in the within trust, or if upon the death of LYNDA SWAN neither LORI HAVLIK or any descendant of LORI HAVLIK shall then be living, then in either such event, the Trustee shall distribute outright all of the balance of the trust estate as follows:

(i) Twenty five percent (25%) to The Wesleyan Senior Living Foundation, 807 West Avenue, Elyria, Ohio 44035.

(ii) Twenty five percent (25%) to the Memorial Sloan Kettering Cancer Center, 1275 York Avenue, New York, New York 10021.

(iii) Twenty five percent (25%) to the Salvation Army of Lorain County, Ohio.

(iv) Twenty five percent (25%) to the Fields United Methodist Church of North Ridgeville, Ohio for the purpose of erecting a bell tower in front of the church building.

2. **Notice to Beneficiaries.** Upon the death of Settlor, the Trustee shall, and any other person or entity may, give notice to beneficiaries of their interest in the trust (which may be

subject to a survivorship period). No one giving notice under this provision shall be liable to the trust, Trustee, or to any beneficiary, and the trust shall hold harmless and indemnify any person or entity so giving notice.

If there are no such directions from a personal representative, the Trustee, in the Trustee's discretion, is authorized to pay the Settlor's debts outstanding at the time of Settlor's death and not barred by the statute of limitations, Statute of frauds, or any other provision of law. Such debts may include valid death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death, including interest and penalties attributable to the Trust Estate arising because of the Settlor's death; the last illness and funeral expenses of the Settlor; attorney's fees, and other costs incurred in administering the deceased Settlor's estate.

The Trustee is authorized to accomplish the foregoing in the exercise of its discretion by direct payment, loans to the personal representative of Settlor's estate and purchase of assets from Settlor's estate or any other reasonable method. Any long term debt shall ordinarily be paid in accordance with its terms unless the Trustee determines otherwise.

ARTICLE VIII. DESIGNATION OF TRUSTEE.

A. Trustee. ARNOLD F. SWAN shall serve as initial Trustee.

The Settlor shall have the power to appoint a Co-Trustee or a Successor Trustee by an instrument signed, dated and delivered to the Trustee, and by the same method may revoke such appointments and make new ones. The appointment of a Co-Trustee shall become effective on the written acceptance of the trust by the newly appointed Trustee and the delivery of the acceptance to Settlor. The appointment of a Successor Trustee must be effective upon the date the last Trustee fails to qualify or ceases to act.

If Settlor has not exercised Settlor's power to select other Successor Trustees during Settlor's lifetime, the following shall serve as Successor Trustee, in order of preference as listed:

1. Dorothy A.Swan of Birmingham, Alabama.
2. Lori Havlik.
3. Christopher Havlik.
4. Carl Purdey of Elyria, Ohio.
5. Jeffrey H. Manning of North Ridgeville, Ohio.
6. John Papastathis of Greeley, Pennsylvania.
7. Randall Aamons of North Olmsted, Ohio.
8. Any suitable natural person or corporate trustee appointed by Court Order upon the advice of an adult beneficiary.

B. Incapacity of a Trustee. If the Trustee cannot administer the trust because of incapacity, during any period of incapacity the Successor Trustee named herein in descending order shall act as Trustee, having all rights and powers granted to the Trustee by this instrument.

Incapacity shall mean any physical or mental condition of the Trustee, whether arising from accident, illness or other cause, which renders the Trustee unable to conduct the regular affairs of the Trust Estate, including but not limited to the endorsement for receipt for funds and writing of checks for disbursement of funds from the Trust Estate, which condition of incapacity is probable to extend for a period greater than ninety (90) days. Incapacity shall be conclusively established if either the Trustee's regularly attending physician or two doctors, authorized to practice medicine in the State of Alabama (or in any State or country in which the Trustee is then residing) issue written certification to that effect. In the absence of certification, a Trustee or Successor Trustees or beneficiary(ies) hereunder may petition the court having jurisdiction over this trust to remove a Trustee and, if there is no other acting Trustee, replace him or her with a Successor Trustee. Neither a Trustee nor beneficiary who so petitions the court shall incur liability to any beneficiary of the trust or to the substituted Trustee as a result of this petition, provided the petition is filed in good faith and in the reasonable belief that the substituted Trustee is incapacitated or otherwise cannot act.

C. Resignation. Any Trustee may resign at any time by giving written notice of resignation to the Settlor, and/or the other Trustee(s) then acting, if any, and if there are none, then to all the then current income beneficiaries. Any such resignation shall become effective immediately upon such notice or at such date as the Trustee and the Settlor, or the said beneficiaries may agree, but no later than thirty (30) days after such written notice. All trusts under this Agreement need not have the same Trustee or Co-Trustee, and a Trustee may resign from one or more Trusteeships without resigning from all.

D. Death of Trustee. Death of a Trustee shall be evidenced by a certified copy of the death certificate delivered to the Successor Trustee.

E. Bond. No bond shall be required of any person named in this instrument as a Trustee or Successor Trustee, for the faithful performance of his or her duties as Trustee.

F. Authority to Settlor as Trustee. Settlor as Trustee shall have the power to bind the trust in any and all transactions.

G. Successor Trustee.

1. A Successor Trustee shall succeed to all title to the property of the Trust Estate and all powers, rights, discretions, obligations and immunities of the Trustee hereunder with the same effect as though such had been originally named the Trustee.

2. No Successor Trustee shall be liable for any act, omission or default of a predecessor Trustee or Trustees. Unless requested in writing within sixty (60) days of appointment by an adult

beneficiary of a trust, no Successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee or Trustees, and the Successor Trustee may accept the accounting records of the predecessor Trustee or Trustees showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

3. Any third person dealing with the Successor Trustee shall accept, and shall be absolutely entitled to rely upon, the statement of the Successor Trustee that it has become the Successor Trustee in accordance with the provisions of this Article; and shall be under no obligation to make any investigation into the facts or circumstances of the assumption of authority by the Successor Trustee.

4. The Successor Trustee shall not be made subject to any claim or demand by the Settlor or by any beneficiary of the Trust Estate by reason of its commencing to act as Successor Trustee in accordance with the provisions of this Article.

H. Reimbursement and Compensation. An individual Trustee may receive reasonable compensation. A corporate Trustee's compensation shall be according to its schedule of fees for the administration of living trusts in effect from time to time. Any Trustee shall be reimbursed for expenses on behalf of the Trust Estate and shall receive reasonable compensation for extraordinary services rendered to the Trust Estate.

A Trustee shall be entitled to reimburse himself or herself for any personal costs incurred in the administration of this trust and for any expenses of the trust that he/she paid.

I. Trustee Accounting. During the lifetime of Settlor, as long as Settlor has capacity, the Trustee shall account to Settlor, and the written approval of the Settlor shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries.

If anyone other than the Settlor is serving as Trustee, and so long as he/she is not serving as a co-Trustee with Settlor, that Trustee shall provide an annual accounting which reflects assets, obligations, income, distributions and expenditures to Settlor if Settlor has capacity or, in the event of Settlor's incapacity or demise, to the beneficiaries of the residue of the remainder of the Trust Estate. The records of the Trustee shall be open at all reasonable time to inspection by Settlor, and in the event of Settlor's incapacity or demise, to Settlor's beneficiaries named herein.

The First Amendment to The Arnold F. Swan Trust dated April 2, 2001, is hereby revoked in its entirety. Except as otherwise provided herein, The Arnold F. Swan Trust Agreement dated November 7, 2000 shall remain in full force and effect as previously executed, except as may be inconsistent with this Second Amendment.

Executed at Birmingham, Alabama on the 15 day of April, 2003.

SETTLOR:

Arnold F. Swan
Arnold F. Swan

TRUSTEE:

Arnold F. Swan
Arnold F. Swan

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Arnold F. Swan, whose name as Settlor is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of April, 2003.

Douglas L. McWhorter
Notary Public
My Commission Expires: 5/10/03

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Arnold F. Swan whose name as Trustee is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing agreement, he executed the same voluntarily on the day the same bears date.

2003.

Given under my hand and seal this 15th day of April,

Douglas L. McWhorter


Notary Public

My Commission Expires: 5/10/03

**RESTATED SCHEDULE A
ARNOLD F. SWAN TRUST**

An undivided one-half interest in the real estate located at 2246 Narrows Point Lane,
Birmingham, Alabama, 34242.

Household good, furnishings and fixtures - per prior assignment.



Arnold F. Swan, Trustee