

**THE FULL LIFE CENTER
POOLED SPECIAL NEEDS TRUST AGREEMENT**

This Declaration of Trust Agreement made April 5, 2023 is entered into by and between HUNTINGTON NATIONAL BANK, hereinafter called the "Trustee", and THE FULL LIFE CENTER, INC., a Non-Profit Corporation organized under the laws of the State of Ohio, hereinafter referred to as "Trust Advisor" and certain individuals or other entities, hereinafter called "Grantors" who have adopted or will adopt this agreement in the manner described below.

**ARTICLE I
CREATION AND PURPOSES OF THE TRUST**

- 1.01 This Trust Agreement is intended to be administered as a pooled trust as defined by R.C. § 5163.21(F)(3)(a). The Beneficiaries of this trust are disabled individuals as defined by 42 USC 1382c(a)(3).
- 1.02 This trust may only be established by a disabled individual, or that individual's parent, grandparent, legal guardian of estate, or a court acting on behalf of that individual.
- 1.03 This trust may only be funded with assets or property belonging to the disabled individual.

**ARTICLE II
DEFINITIONS**

- 2.01 "**Beneficiary**" means a disabled person, as defined by 42 U.S.C. § 1382c(a)(3), as qualified under 42 U.S.C. § 1396p, and as defined in O.A.C. § 5160:1-3-02(A)(3), and is the person for whose benefit a trust exists. The Beneficiary shall be the sole recipient of services and benefits under the designated Trust Sub-Account created under this Declaration of Trust and Joinder Agreement.
- 2.02 "**Distribution Request Form**" means the form that is submitted by the Beneficiary Advocate to the Trust Advisor when the Beneficiary Advocate wishes to

request a distribution. The Trust Advisor shall review the disbursement request form and, in its sole discretion, determine whether a distribution from the Trust Sub-Account should be made.

- 2.03 **“Government benefits”** or **“government assistance”** means all services, benefits, medical care, financial assistance, and any other assistance of any kind that may be provided by a federal, state, or county agency to, or on behalf of, the Beneficiary. Government benefits may include, but are not limited to, Supplemental Security Income (SSI), Social Security Disability Insurance (SSD or SSDI), Medicaid, food assistance or public housing.
- 2.04 **“Grantor”** means the individual(s) who contribute money and/or property to the Trust. According to 42 U.S.C. § 1396p(d)(4)(C) and O.R.C. 5163.21(F)(3), the trust may be established by a parent, grandparent, legal guardian of the Beneficiary, the Beneficiary himself or herself, or any person or entity acting pursuant to a court order.
- 2.05 **“Joinder Agreement”** means the individual written agreement executed by the Grantor, Trust Advisor, and Trustee by which the Grantor establishes a Trust Sub-Account for the sole benefit of a specified Beneficiary.
- 2.06 **“Supplemental needs”** or **“supplemental care”** means the care that is not provided to or for the Beneficiary by any private entity or person or government benefits in order to meet the beneficiary’s current and reasonably foreseeable needs.
- 2.07 **“Trust”** means The Full Life Center Pooled Special Needs Pooled Trust as described in the Declaration of Trust, and the Joinder Agreement for The Full Life Center Pooled Special Needs Trust, and is a property interest whereby property held by an individual or entity subject to a fiduciary duty to use the property for the benefit of another. It refers to the trust as a whole and not to individual Sub-Accounts.
- 2.08 **“Trust Advisor”** means The Full Life Center, Inc., or its successor or successors and is the person or entity that serves as Trust Advisor of any Sub-Account created under this Trust Agreement and any Joinder Agreement.
- 2.09 **“Trust Agreement”** refers to the agreement between the Trustee and the Trust Advisor, including any agreement between the Trust Advisor and a prior trustee.
- 2.10 **“Trust Sub-Account”** or **“Sub-Account”** means the portion of the Trust estate that is established and managed for the sole benefit of a specified Beneficiary.

- 2.11 **“Trustee”** means Huntington National Bank, or its successor or successors and is the person or entity that holds legal title to property for the use or benefit of another.

**ARTICLE III
ESTABLISHMENT OF POOLED TRUST**

- 3.01 **Trust is Established.** The Trustee and the Trust Advisor hereby establish a pooled trust pursuant to 42 U.S.C. § 1396p(d)(4)(C), 42 U.S.C. § 1382b(e), O.R.C. 5163.21(F)(3)(a) and the Omnibus Budget Reconciliation Act of 1993.
- 3.02 **Name of Trust.** The Trust shall be referred to as The Full Life Center Pooled Special Needs Trust.
- 3.03 **Irrevocability.** This Declaration of Trust, the Trust created hereunder, and the Trust Sub-Accounts shall be irrevocable.
- 3.04 **Amendments to Trust.** Notwithstanding the irrevocability of this Declaration of Trust and the Trust created hereunder, as set forth in Paragraph 3.03 above, this Declaration of Trust, Joinder Agreement, and the Trust created hereunder may be amended from time to time to carry out its intended purposes. The Trust Advisor, in its sole, absolute, and uncontrolled discretion, but only with the written consent of the Trustee, may amend this Declaration of Trust and the Trust created hereunder so that it conforms with changes and/or interpretations of statutes, rules, regulations, or its intended purposes.

The Joinder Agreement under the Trust Agreement shall be irrevocable except that the Beneficiary, or his/her legal representative may amend the Beneficiary Advocate.

Any conforming and/or effectuating amendments that might be made pursuant to this Paragraph may be made without notice to any party, Beneficiary and/or Beneficiary Advocate. Any amendment may be made effective retroactively or prospectively as the Trustee Advisor deems appropriate.

ARTICLE IV
ESTABLISHMENT OF POOLED TRUST SUB-ACCOUNT

- 4.01 Trust is Established. An individual who is disabled as defined in 42 U.S.C. § 1382c(a)(3) or any parent, grandparent, legal guardian or court may establish a Trust Sub-Account by executing a Joinder Agreement, subject to the approval or rejection by the Trust Advisor in its sole discretion. On approval by the Trust Advisor and receipt of funds for a particular Trust Sub-Account, said Joinder Agreement shall become a part of this Declaration of Trust and shall be incorporated herein by this reference.
- 4.02 Name of Trust. The Sub-Account shall be referred to as "The Full Life Center Pooled Special Needs Trust f/b/o [beneficiary's name]".

ARTICLE V
SPENDTHRIFT PROVISIONS

- 5.01 Beneficiaries Have No Claim on Trust Assets. The Trust Advisor has sole discretion when deciding whether a distribution should be made from a Sub-Account. The Beneficiary may not direct disbursements. For purposes of determining the Beneficiary's eligibility for government benefits, no part of the principal or income of the Trust Sub-Account shall be considered available to the Beneficiary.

In the event the Trustee is requested by any department or agency to release principal or income of the Trust to or on behalf of the Beneficiary to pay for equipment, medication or services that other organizations or agencies are authorized to provide, or in the event any department or agency administering such benefits petitions the Court or any other administrative agency for the release of Trust principal or income for this purpose, the Trust Advisor shall deny such request and is directed to defend, at the expense of the Trust Sub-Account, any contest of this paragraph or other attack of any nature. In the event that the projected cost of such defense is reasonably believed to exceed Trust Sub-Account assets, the Trust Advisor may, upon review, elect to pay the cost for such defense or

may decide to take no further defensive action. The Trustee may, at the direction of the Trust Advisor, supplement benefits received by the Beneficiary. In making any such distributions, the Trust Advisor may direct the Trustee to distribute as much as the Trust Advisor may determine in its sole discretion.

- 5.02 Trust Assets Not Subject to Creditors of Beneficiaries. No part of this Trust or Trust Sub-Account may be subject to anticipation or assignment by a Beneficiary, nor shall it be subject to attachment or control by any public or private creditor of any of the Beneficiaries. No part of this Trust, or any Trust Sub-Account, neither principal nor income, may be taken by any legal or equitable process by any voluntary or involuntary creditor, including those who have provided support and maintenance for a Beneficiary. Under no circumstances may a Beneficiary compel a distribution from the Trust Sub-Account maintained for that Beneficiary or from any other part of the Trust estate.

ARTICLE VI MAINTENANCE OF TRUST PROPERTY

- 6.01 Treatment of Sub-Accounts. The Trustee shall maintain a separate Sub-Account for each Beneficiary but, for the purposes of investment and management of funds, the Trustee shall pool these Trust Sub-Accounts. The Trustee will keep a record of the receipt of funds to be maintained by a particular Sub-Account according to the name of the beneficiary and a Sub-Account agreement number arbitrarily assigned to the particular Sub-Account by the Trust Advisor.
- 6.02 Right to Refuse Property. The Trustee, in its sole discretion, has the right to refuse to accept, in whole or in part, any interest in property for any reason. The intent of the Trustee is to hold liquid funds in the Sub-Account and not real property, automobiles, or the like.
- 6.03 Trustee's Responsibility to Account. After the execution of the Joinder Agreement, the Trustee shall report at least annually to each Beneficiary Advocate of a Beneficiary's Sub-Account, and shall provide such other information as is required by R.C. 5808.13(B). Such report shall include a complete statement of the Trust

Sub-Account assets and all of the receipts, disbursements and distributions to or from such Trust Sub-Account occurring during the reporting period.

- 6.04 **Objection to Account.** Unless the Beneficiary's Advocate delivers a written objection to the Trustee within ninety (90) days of receipt of the Trustee's account, the account shall be deemed settled, and shall be final and conclusive with respect to transactions disclosed in the account as to the Beneficiary of the Trust. After settlement of the account by reason of the expiration of the ninety (90) day period referred to above, or by the agreement of the parties, the Trustee shall no longer be liable to said Beneficiary or other individuals or entities in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.
- 6.05 **Duty to Notify Government Agencies.** Neither the Trustee nor Trust Advisor is responsible for notifying any government agencies of the establishment of the Trust Sub-Account. It is the Beneficiary Advocate's responsibility to notify any agencies that provide services to the Beneficiary in accordance with the government agency requirements.
- 6.06 **No Requirement to Furnish Bond.** The Trustee shall not be required to furnish bond. If bond is required by law or a court of competent jurisdiction, no surety shall be required on such bond, and such bond shall be a proper expense of the Trust.
- 6.07 **Governing Law.** The Trust shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Ohio.
- 6.08 **Trustee Fees.** The Trustee shall be entitled to reasonable fees as approved by the Trust Advisor and as set forth in a separate agreement between the Trustee and the Trust Advisor. Any change in fees shall be subject to the prior notice requirements of RC 5808.13(B)(4). Such notice shall be provided to Beneficiary Advocate of each Sub-Account.
- 6.09 **Taxes.** In establishing the Trust and its Sub-Accounts, it is the Trustee's intent that each Beneficiary's Trust Sub-Account be treated as a Grantor Trust for purposes of determining the Beneficiary's tax liability. All income received, distributed, held, or accumulated by the Trust shall be taxable to the Beneficiary.

ARTICLE VII
TRUST ADVISOR

7.01 **Trust Advisor Authority.** The Trust Advisor shall have exclusive authority to take all of the following actions:

7.01.1 Remove the Trustee and appoint a successor trustee;

7.01.2 Review distribution requests and direct the Trustee to issue distributions from principal or income for the benefit of any living or deceased beneficiary;

7.01.3 Consider the potential impact that any distribution of principal and income may have upon the beneficiary's eligibility for Medicaid, Supplemental Security Income (SSI), and any other government benefit. It is the express purpose of this Trust to provide for the Beneficiary such goods and services in addition to, not in lieu of, those which the Beneficiary is eligible to receive under programs authorized by federal or state law, from any public or private agency which provides services or benefits to persons who are disabled as defined in 42 U.S.C. §1382c(a)(3). Those goods and services are referred to as "supplemental."

7.02 **Waiver of Duties.** The Trust Advisor shall not waive, in whole or in part, any of the powers, duties, and authorities herein conferred.

7.03 **Resignation.** The Trust Advisor may resign and may appoint a successor nonprofit trust advisor in its place by delivering a 90-day written notice to the Trustee. In the event that a successor nonprofit trust advisor is not appointed, the Trustee shall apply to a court of appropriate jurisdiction to appoint a successor nonprofit trust advisor so that at all times there is an acting nonprofit trust advisor.

7.04 **Bond.** No bond shall be required of the Trust Advisor.

7.05 **Trust Advisor Fees.** The Trust Advisor shall be entitled to reasonable fees for its services according to a published fee schedule, as may be amended. Any change in fees shall be subject to the prior notice requirements of RC 5808.13(B)(4). Such notice shall be provided to Beneficiary Advocate of each Sub-Account.

ARTICLE VIII
BENEFICIARY ADVOCATE

- 8.01 Beneficiary Advocate's Responsibility to Notify Government Agencies. The Beneficiary Advocate shall notify all of the government agencies that require such notice as to the establishment of the Trust Sub-Account, including, but not limited to, the Ohio Department of Job and Family Services and the Social Security Administration. Neither the Trustee, nor the Trust Advisor are responsible for issuing notice to said government agencies. It is also the Beneficiary Advocate's responsibility to notify any agencies that provide services subsequent to the execution of the joinder agreement.
- 8.02 Beneficiary Surrogate. The then-serving Beneficiary Advocate is hereby designated as the "Beneficiary Surrogate" as defined by R.C. 5801.01(D).
- 8.03 Successor Beneficiary Advocate. The then-acting Beneficiary Advocate shall notify the Trust Advisor in writing when the Beneficiary Advocate is no longer willing or able to act. Should the Beneficiary Advocate be unable to provide said written notification due to death or incompetency, the successor Beneficiary Advocate shall provide the Trust Advisor with written proof of the prior Beneficiary Advocate's inability to serve. Such proof may include, but is not limited to, a death certificate, letter of guardianship from a court of competent jurisdiction, resignation, or documentation from the prior Beneficiary Advocate's physician regarding the Beneficiary Advocate's lack of capacity.
- 8.04 Co-Beneficiary Advocates. Co-Beneficiary Advocates are not permitted.

ARTICLE IX
DISTRIBUTION OF INCOME AND PRINCIPAL TO THE BENEFICIARY

- 9.01 Distributions are within the Sole Discretion of the Trust Advisor. The Trustee shall pay or apply for the supplemental care or supplemental needs of each Beneficiary, such amounts from the principal or income, or both, of the Trust Sub-Account maintained for such Beneficiary, up to the whole thereof, at the sole direction of the Trust Advisor, as set forth in ARTICLE VII, for the benefit of the beneficiary until

his or her death or until the termination of the Beneficiary's Sub-Account, whichever occurs sooner. At the sole direction, and in the sole discretion, of the Trust Advisor, the Trustee shall supplement benefits received by a beneficiary. In making any distributions of principal and/or income, the Trustee shall distribute as much as the Trust Advisor directs. Any income not distributed from a Trust Sub-Account shall be added to the principal of that Trust Sub-Account.

- 9.02 Payee. The Trustee, at the direction of the Trust Advisor, may distribute funds to the Beneficiary, Beneficiary Advocate, to any person or institution responsible for or assuming the Beneficiary's care, or to any person or entity in payment of expenses incurred for the Beneficiary's benefit; however, such distributions shall be made as direct payments to the persons or entities who supply either goods or services to the Beneficiary to the maximum extent possible.

ARTICLE X

DISTRIBUTIONS UPON THE DEATH OF THE BENEFICIARY

- 10.01 Termination of Trust Sub-Account. The Trust Sub-Account shall terminate upon the death of the Beneficiary.
- 10.02 Taxes Due Upon Death of Beneficiary. The Trustee shall pay any and all taxes due from the Trust to the state or federal government because of the death of the Beneficiary.
- 10.03 Final Trust Administration Fees. To the extent that funds are not retained by the Trust as set forth in Section 10.4 below, the Trustee shall pay from the Sub-Account attorney fees and other properly allowable costs incurred in administering and wrapping up the trust. Allowable costs include accounting of the trust to the court, completion and filing of documents, or other required actions. Allowable costs does not include payment of the beneficiary's debts owed to third parties, payment of the beneficiary's funeral expenses, or payment to residual beneficiaries.
- 10.04 Grantor Distribution Election. Based on the Grantor's election and designation made in the Joinder Agreement, up to one hundred percent (100%) of the remaining funds may be retained by the Trust.

10.05 Retained Property Sub-Account. To the extent that the Grantor has elected to retain a share of the remaining funds with the Trust, such designated share shall be retained by the Trust and transferred to a separate Trust Sub-Account designated as "Retained Property Sub-Account." The income and/or principal of such Sub-Account shall be used to provide for the supplemental needs of individuals with disabilities who lack financial support as approved by The Full Life Center, Inc., or a duly designated committee.

If The Full Life Center, Inc. ceases to exist or is dissolved, then any property remaining in the Retained Property Sub-Account shall be used to provide for the supplemental needs of other individuals with disabilities who lack financial support by such other organization or organizations which qualifies as a tax-exempt organization under sections 501(c), 2055 or 2522 of the Internal Revenue Code as the Trustee, in its sole discretion, may determine then to be serving the interests and needs of people with disabilities in a manner consistent with the purposes of this Trust and the general purpose of The Full Life Center, Inc.

10.06 Repayment to the State(s). To the extent the funds are not allocated to the Retained Property Sub-Account as set forth in Section 10.04 above, the state(s) will receive all amounts remaining in the Sub-Account, up to an amount equal to the total amount of medical assistance paid on behalf of the beneficiary under the state Medicaid plan(s). The Trustee shall comply with all state and/or federal regulations regarding notification and disbursement to any government agency. At the direction of the Trust Advisor, the Trustee shall make an appropriate, proportionate payment from the Sub-Account in payment of any claim for reimbursement from a state that has paid for medical assistance on behalf of the beneficiary under a state plan pursuant to 42 USC 1396, *et seq.* The Trust Advisor shall rely on the Beneficiary Advocate to identify the state(s), other than Ohio, that may have a claim for reimbursement and the Trustee and the Trust Advisor shall not be liable if a state claim is not paid due to the reliance on information from the Beneficiary Advocate.

Any balance remaining in the Sub-Account after repayment to the state(s) has been made as provided in this Section 10.06, shall be distributed to individuals and/or entities identified in the Joinder Agreement.

- 10.07 **Good Faith Reliance.** Until the Trust Advisor receives written notice of the Beneficiary's death, or other event upon which the right to payment from the Trust may depend, the Trustee and the Trust Advisor shall incur no liability to persons whose interests may have been affected by that event for disbursements made in good faith.

**ARTICLE XI
TRUSTEE POWERS**

- 11.01 **Trustee Powers.** To carry out the purposes of the Trust, and subject to any limitations stated elsewhere herein, the Trustee is vested with the following powers with respect to the Trust Estate, which is made up of the Trust Sub-Accounts held hereunder, and any part of it, in addition to those powers now or hereafter conferred by law:

- 11.01.1 To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property;
- 11.01.2 To borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise;
- 11.01.3 To lease Trust Property for terms within or beyond the term of the Trust and 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;
- 11.01.4 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 Sub-Account and the Trustees against any hazard;
- 11.01.5 To compromise or otherwise adjust any claims or litigation against or in favor of the Trust;
- 11.01.6 Subject to a written investment policy adopted by the Trust Advisor, to invest and reinvest the Trust Estate in every kind of investment, specifically including, but not by way of limitation, corporate obligation of every kind, stocks, preferred or common, shares of investment trusts, investment companies, partnerships, and mutual funds, and mortgage

participation, which men of prudence, discretion and intelligence acquire for their own account, including, but not limited to any pooled trust fund administered by the Trustee, in accordance with the Collective Investment Fund Law, 12 C.F.R. §9.18(c)(4). The Trustee shall follow the approved investment policy and any revisions that may be made from time to time to the investment policy by the Trust Advisor. The Trustee may commingle the assets of this Trust with the assets of any other Sub-Account administered by the Trustee under this Trust Agreement. The Trustee need not physically segregate the Trust and may hold undivided interests in property with any other Trust administered by the Trustee to facilitate investment or management of the Trust Property;

11.01.7 With respect to securities held in the Trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation 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 or sell stock subscription or conversion rights;

11.01.8 Except as otherwise specifically provided in this Agreement, the determination of 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 shall be governed by the provisions of the Ohio Uniform Principal and Income Act. Any such matter not provided for either in this Declaration of Trust or in the Ohio Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion; except that notwithstanding RC 5812.01 *et seq.*, for all purposes of this Trust Agreement, any distribution attributable to any annual accounting period in excess of generally accepted notions of net income i.e., without adjustment under RC 5812.03, shall first be deemed to come from any short-term capital gain and then from any such

long-term capital gain as defined in Internal Revenue Code Section 1222 generated during such annual accounting period;

- 11.01.9 To employ and pay reasonable compensation to agents, accountants, investment counsels, attorneys and others who in the Trustee's sole discretion are necessary in the administration of the Trust including the protection of the Trust against legal attack. The Trustee may follow the advice of the foregoing without liability if it has used reasonable care in selecting them;
- 11.01.10 To commence or defend a legal action relating to the Trust, or any Trust Sub-Account; as the Trustee may deem advisable, at the expense of the Trust;
- 11.01.11 To continue to hold any property, and to operate at the risk of the Trust Sub-Account, any business that the Trustee receives or acquires under the Trust as long as the Trustee deems advisable; provided, however, that unproductive property shall not be held as an asset of the Trust Sub-Account for more than a reasonable time; provided further, that the Trustee shall never incur any liability by reason of depreciating assets held or retained in this Trust, regardless of any other provisions of this instrument;
- 11.01.12 To liquidate assets that the Trustee receives or acquires under the Trust and convert such assets to investments;
- 11.01.13 To pay out of Sub-Accounts whatever the Trust Advisor, in the Trust Advisor's sole, absolute, and uncontrolled discretion, deems necessary to employ and compensate for services any individual, corporation or organization that will provide necessary advice on benefits received or applied for by the beneficiary, or for whatever reason the Trust Advisor deems necessary. The Trust Advisor shall have sole, absolute, and uncontrolled discretion as to whether the charges for such services shall be paid on a pro-rata basis from all Sub-Accounts or from one or more specific Sub-Accounts hereunder; and
- 11.01.14 At the direction of the Trust Advisor, to transfer a beneficiary's Sub-Account to another trust established for the same beneficiary

pursuant to 42 USC 1396p(d)(4)(C). One reason for such a transfer is if the beneficiary establishes a primary residence outside of the State of Ohio. In the event of such a transfer, no disbursements may be made from a beneficiary's Sub-Account other than to the secondary 42 U.S.C. 1396p(d)(4)(C) trust, or as payment of reasonable fees and administrative expenses, including payment of any taxes due from the trust to the State(s) or Federal government, associated with the termination of this Trust.

ARTICLE XII

TRUSTEE RESIGNATION or REMOVAL

- 12.01 **Resignation.** The Trustee may resign by providing a 90-day written notice to the Trust Advisor. Such resignation shall be effective no earlier than 90 days after the Trust Advisor's receipt of the termination, or on a future date agreed to by the Trustee and the Trust Advisor. Unless there is sufficient reason to select an alternative resignation date, the resignation shall be effective on the last day of a month after the 90-day notice period.
- 12.02 **Removal.** The Trust Advisor retains the authority to remove the Trustee and appoint a successor trustee by providing a 90-day written notice to the then-acting Trustee. Such notice shall include the effective date of the removal.
- 12.03 **Successor Trustees.** Any successor Trustee, upon acceptance, shall be vested with title to all of the Trust Property and shall from then on have all the powers, duties, responsibilities and discretions held by the original Trustee. Any successor Trustee shall accept as complete and correct and may rely upon any accounting made by any prior Trustee. Any successor Trustee shall not be subject to any liability or responsibility with respect to any prior Trustee's administration of the Trust Property. A successor Trustee shall have no responsibility for any acts or omissions of any predecessor, and no duty to audit or investigate the accounts or administration of any predecessor.

**ARTICLE XIII
INDEMNIFICATION**

- 13.01 Trustee. Except for willful default of any duty hereunder or gross negligence, the Trustee shall not be liable for any act, omission, loss, damage, or expense arising from the performance of its duties under this Trust Agreement. The Trustee is hereby relieved from any liability whatsoever to any person for any act of the Trustee at the direction of the Trust Advisor. The Trustee shall be held harmless from any liability whatsoever to any person for any action of the Trust Advisor. The Trustee shall be held harmless from all expenses incurred with respect to litigation or other controversies caused by the Trustee's reliance on the Trust Advisor's decisions hereunder, which expenses and liability, if any, shall be borne by either the Trust, or the Trust Advisor, as determined by the Trust Advisor.
- 13.02 Trust Advisor. Except for willful default of any duty hereunder or gross negligence, the Trust Advisor shall not be liable for any act, omission, loss, damage, or expense arising from the performance of its duties under this Trust Agreement.

**ARTICLE XIV
GENERAL PROVISIONS**

- 14.01 Governing Law. The laws of the State of Ohio shall apply to this Trust Agreement. The validity and construction of this Trust Agreement and Sub-Accounts created hereunder are governed by the laws of the State of Ohio. The principal place of administration of the Trust Agreement is Ohio.
- 14.02 Severability. Any provision of this Declaration of Trust that is adjudged invalid or unenforceable under the laws of any place where the terms of the Declaration of Trust are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Declaration of Trust or without invalidating such provision in any other place where the terms of the Declaration of Trust are to be performed.
- 14.03 Section Headings. Section Headings are for convenience only and shall have no bearing on the interpretation of any provision of this Declaration of Trust.

- 14.04 **Interpretation.** If it is determined that this Trust Agreement and a Joinder Agreement conflict or contradict, this Trust Agreement shall control. The Joinder Agreement may provide more details than this Trust Agreement and that in itself shall not be deemed a conflict or contradiction.
- 14.05 **Usage.** Any word used in the singular, plural, masculine, feminine or neuter shall be singular, plural, masculine, feminine or neuter, as the context or facts may indicate.
- 14.06 **Copy.** Any person or agency may rely on a copy of the executed original of this Trust Agreement as fully as he, she, or it might rely on the original document.
- 14.07 **Duty to Inquire.** No party dealing with the Trustee shall have a duty to inquire into the Trustee's authority to enter into any transaction, or to see to the application of any money or property paid, transferred or delivered to it.

The Trustee and Trust Advisor do hereby accept this Declaration of Trust upon the terms set forth in this Agreement.

IN WITNESS WHEREOF, the Trustee and the Trust Advisor have signed, sealed, and acknowledged this Declaration of Trust.

4-10-2023
Date

HUNTINGTON NATIONAL BANK, TRUSTEE

By: Jdw Ceronzo

Its: Vice-President, Huntington National Bank

4-5-23
Date

THE FULL LIFE CENTER, INC., TRUST ADVISOR

By: Karen Schumacher

Its: Executive Director, The Full Life Center, Inc.