

This  
**LIVING TRUST**  
prepared for  
**HAROLD F. GLUNT**

**Jack N. Alpern Co. LPA**  
**103 W. Market Street, Suite 202**  
**Warren, Ohio 44482-0727**  
**(330) 394-1501 FAX (330) 392-5155**

# HAROLD F. GLUNT 1999 LIVING TRUST

## Table of Contents

Article One	Trust Creation . . . . .	1-1
Article Two	The Trust Estate . . . . .	2-1
Article Three	Appointment of Trustees. . . . .	3-1
Article Four	Trustor's Lifetime Rights. . . . .	4-1
Article Five	Administration at Death of the Trustor . . . . .	5-1
Article Six	Specific Distributions of Trust Property . . . . .	6-1
Article Seven	Division into Survivor's Share and Family Share. . . . .	7-1
Article Eight	The Survivor's Trust. . . . .	8-1
Article Nine	The Family Trust . . . . .	9-1
Article Ten	Common Pot Trust . . . . .	10-1
Article Eleven	Division and Distribution of Trust Property. . . . .	11-1
Article Twelve	Distribution If No Designated Beneficiaries. . . . .	12-1
Article Thirteen	Trustee Administration . . . . .	13-1
Article Fourteen	Trustee Powers . . . . .	14-1
Article Fifteen	General Provisions. . . . .	15-1

**HAROLD F. GLUNT 1999 LIVING TRUST**

**Article One**

**Trust Creation**

**Section 1. Parties to My Trust**

My Trust Agreement, dated \_\_\_\_\_, is made between HAROLD F. GLUNT, the Trustor, and the following Initial Trustee:

HAROLD F. GLUNT

**Section 2. Name of My Trust**

My Trust may be referred to as the:

HAROLD F. GLUNT 1999 LIVING TRUST, dated \_\_\_\_\_.

The formal name of my Trust and the designation to be used for the transfer of title to the name of my Trust is:

HAROLD F. GLUNT, Trustee, or his successors in trust, under the HAROLD F. GLUNT 1999 LIVING TRUST, dated \_\_\_\_\_ and any amendments thereto.

**Section 3. Revocable Living Trust**

My Trust is a revocable trust.

**Section 4. Trustor as Trustee**

Unless otherwise provided in my Trust Agreement, when I am serving as Trustee under my Trust, I may conduct business and act on behalf of my Trust without the consent of any other Trustee.

**Section 5. My Family**

Unless specifically provided otherwise in subsequent provisions of my Trust Agreement, all references to "my children", subject to the exclusion of any child under any subsequent provision of this Section 5, are to all of the children so identified in this Section 5, but only to those children and any children born to or adopted by me subsequent to the execution of my Trust Agreement.

a. **Marital Status**

I am presently married and the name of my Spouse is JANET M. GLUNT.

**b. My Children**

The names and birth dates of my children are as follows:

<u>Name</u>	<u>Birth Date</u>
[REDACTED]	[REDACTED]

**c. Deceased Children**

The names of my deceased child who is survived by descendants are as follows:

[REDACTED]

**Article Two  
The Trust Estate**

**Section 1. Initial Transfer of Property**

I hereby assign, convey, transfer and deliver to my Trustee all property set forth on Schedule "A", attached hereto, and made part of my Trust Estate. My Trustee acknowledges receipt of all assets listed on the attached Schedule.

All assets titled in the name of my Trust or in the name of my Trustee, but not listed on Schedule "A", shall be considered a part of my Trust Estate as if they had been set forth on the attached Schedule.

The Trustor acknowledges and understands the nature of the Trustor's property as community property, quasi-community property, tenancy in common property or separate property.

**Section 2. Additional Transfers to Trust**

I, or any other person or entity, may transfer or devise to my Trustee additional assets, real or personal, and may name my Trustee as the beneficiary of life insurance policies, annuities, retirement plans or similar contracts. Such assets, policies and proceeds, upon acceptance by my Trustee, shall be a part of my Trust Estate, subject to all the terms of my Trust Agreement.

### **Section 3.Character of Trust Assets**

All property transferred by me into my Trust shall retain its character. All such property transferred, and income thereon less withdrawals thereof, shall be my Trust Estate.

### **Section 4.Acceptance of Trust Property**

All property transferred to my Trust, and accepted by my Trustee, shall be held, administered and distributed according to the terms of my Trust Agreement.

## **Article Three Appointment of Trustees**

### **Section 1.Definition of Trustee**

All uses of the word "Trustee" in my Trust Agreement shall be deemed a reference to the person or entity then serving as Trustee and shall include alternate or Successor Trustees or Co-Trustees (if multiple trustees are serving), unless the context requires otherwise.

### **Section 2. Resignation of a Trustee**

Any Trustee may resign at any time without court approval by giving written notice to me if I am living and competent. If I am not then living and competent, written notice shall be given to my next Successor Trustee; or if there is no next Successor Trustee, to the beneficiaries then entitled to receive income or principal distributions under my Trust Agreement or their respective Personal Representatives, or if any of such beneficiaries then be a minor, to the persons having the care or custody of any such minor. Such resignation shall be effective upon the appointment of a Successor Trustee.

### **Section 3.Removal of a Trustee**

Any Trustee may be removed under my Trust Agreement as follows:

#### **a.While I Am Alive and Competent**

While I am alive and competent, I may add a Trustee, or remove or replace any other Trustee appointed under my Trust Agreement at any time without cause.

#### **b.Removal by Others**

Upon my death or incapacity, any Trustee may be removed at any time for cause by a majority vote of the beneficiaries then entitled to receive income or principal distributions under my Trust Agreement, or their Personal Representatives.

**c. Notice to Removed Trustee**

Written notice of removal under my Trust Agreement shall be effective immediately when signed by the person or persons authorized to make the removal and delivered to my Trustee personally or three business days after mailing by certified mail, return receipt requested. The written notice removing a Trustee shall identify the Successor Trustee appointed pursuant to the other provisions of this Article.

**d. Transfer of Trust Property**

The Trustee so removed shall promptly transfer and deliver to the Successor Trustee all property of my Trust under the removed Trustee's possession and control.

**Section 4. Designated Successor Trustees**

Subject to the provisions of Section 3 of this Article, whenever a Trustee is removed, dies, resigns, becomes incapacitated, or is otherwise unable or unwilling to serve, the vacant Trustee position shall be filled as follows:

**a. Vacancy in Position of Trustee While I Am Alive and Competent**

I may serve as the only Trustee or I may name any number of Trustees to serve with me. If any of these other Trustees subsequently fails or ceases to serve as a Trustee for any reason, I may or may not appoint another to fill the vacancy.

**b. Incapacity Trustees of HAROLD F. GLUNT**

If HAROLD F. GLUNT becomes incapacitated while serving as an Initial Trustee, he shall be replaced by the following Incapacity Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Incapacity Trustees are serving, the next following named Successor Incapacity Trustee(s) shall serve only after all of the Co-Incapacity Trustees initially fail or thereafter cease to act as Trustees:

[REDACTED]

**c. Death Trustees of HAROLD F. GLUNT**

Upon the death of HAROLD F. GLUNT, he or his Incapacity Trustee, if either is then serving as Trustee, shall be replaced by the following Death Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Death Trustees are serving, the next following named Successor Death Trustee(s) shall serve only after all of the Co-Death Trustees initially fail or thereafter cease to act as Trustees:

DENNIS F. GLUNT

[REDACTED]

**(REMAINDER OF TRUST DOCUMENT REDACTED)**

**First Amendment  
of the  
HAROLD F. GLUNT 1999 LIVING TRUST  
Article One  
Amendment Creation**

**Section 1. Parties to My Trust Amendment**

This First Amendment, dated \_\_\_\_\_, of my Living Trust, is made between HAROLD F. GLUNT, and the following Initial Trustee(s):

HAROLD F. GLUNT

**Section 2. Trust Recitals**

Trustor and Trustee(s) entered into a Trust Agreement dated June 10, 1999 ("Trust Agreement"). Under Article Four, Section 3 of that Trust Agreement, Trustor reserved the right to amend or revoke the Trust Agreement in whole or in part. By this Amendment, I desire to amend the existing Trust Agreement and Trustee(s) agree(s) to accept the changes set forth in this Amendment.

**Section 3. Amendment Provisions**

a. I hereby amend my Trust Agreement as follows:

1. I hereby revoke **Section 4 , paragraphs b and c of Article Three** of my Trust Agreement and substitute the following:

b. **Incapacity Trustees of HAROLD F. GLUNT**

If HAROLD F. GLUNT becomes incapacitated while serving as an Initial Trustee, he shall be replaced by the following Incapacity Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Incapacity Trustees are serving, the next following named Successor Incapacity Trustee(s) shall serve only after all of the Co-Incapacity Trustees initially fail or thereafter cease to act as Trustees:

[REDACTED]  
[REDACTED]

[REDACTED]

**c. Death Trustees of HAROLD F. GLUNT**

Upon the death of HAROLD F. GLUNT, his Incapacity Trustee, shall be replaced by the following Death Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Death Trustees are serving, the next following named Successor Death Trustee(s) shall serve only after all of the Co-Death Trustees initially fail or thereafter cease to act as Trustees:

- (1) DENNIS F. GLUNT
- (2) [REDACTED]
- (3) [REDACTED]
- (4) [REDACTED]
- (5) [REDACTED]

**(REMAINDER OF TRUST REDACTED)**