

DRAFTING TRUSTS AND WILLS THAT CAN BE READ

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It goes without saying that in the drafting of trusts and wills, and any legal document for that matter, the most important point is that they be legally correct and accomplish their purposes. However, we ought not be satisfied with a document that is merely legally correct, but, also, should demand of ourselves that such document be well written and understandable.

This paper will not discuss what provisions ought to be included in trusts or wills or how to draft provisions to qualify for the marital deduction or comparison of tax apportionment clauses or other substantive matters. Instead, this paper will suggest ways to make one's trusts and wills more readable as well as the use of forms and drafting systems.

Remember for whom we are writing: our clients. Although we understand that trusts and wills may be read by the IRS, by judges, by other attorneys, by accountants, by trust officers, and others, we should not forget that the first readers of our documents are our clients. Laypersons who do not have training or background in such matters and often may assume that they cannot understand any document drafted by a lawyer. Help them. Here are some suggestions that should make our documents read better to your clients (and to everyone else).

I. DRAFTING SUGGESTIONS.

A. Layout. Give thought to the order of your provisions. Start with what is important to the client.

Exhibit A shows pages 3 through 13 of a trust agreement, containing Articles II through V. Article I set forth the Grantor's rights and benefits during lifetime. Try to read through these pages. Do you think these particular topics are of first importance to the client? How might you rewrite these provisions? Note that the client has to wait until page 13 to begin to read how his estate will pass at his death.

One suggested approach is the following:

- Begin with a listing of who is who. A *personae dramatis* so to speak. In the first article list who the beneficiaries will be – the grantor, the spouse, children, etc.
- Follow the money. Show how the trust will be administered while the grantor is alive. Follow with how the trust will be administered after the grantor's death and the spouse is alive. Then how the trust will be administered for children when both the grantor and spouse are deceased. Clients want to know who is getting their estates.
- Put boring legal stuff last. Then you can follow with the appropriate administrative provisions such as fiduciary powers and the like. Although certainly important to us, clients are not necessarily enthralled with trustee's authority to determine income and principal and the nuances of spendthrift provisions.
- **Place definitions at the end of a will or trust and not at the beginning.** The client will know what is meant by children or descendants and does not care and likely not interested in reading about other defined terms. A trust and will is not a business contract where it may be appropriate to state defined terms at the beginning.

B. Margins.

While you read this paragraph, pay attention to how it strikes your eyes and how easy it is for you to read it. Compare this with the next paragraph which, incidentally, is almost identical to this paragraph. Thank goodness for copy and paste. There is a reason that newspapers have narrow columns; they are easier to read. Think of an entire trust or will written with these margins. The narrower the column, the quicker and easier it is to read. Naturally, one must strike a balance between having margins too large or too small.

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C. Captions or Headings. Captions or headings help guide the reader by giving him or her a short-hand description of what is contained in the

provision. This not only helps the client, but also is helpful to other professionals who may read our work. Skim through Exhibit A again, this time paying attention to the lack of captions or headings to help identify the purpose of each paragraph or section.

Consider using captions or headings for articles, sections, and subsections.

D. Paragraph Length. Avoid paragraphs of more than eight lines or so when possible. Almost always such a paragraph can be broken up into two or more paragraphs or otherwise structured to make it easier to read.

Read Exhibit B, which is a provision from a 1991 will with the names changed. I suspect that you had difficulty following the language and probably had to reread parts to try to understand it. Imagine how it must be for a layperson not familiar with such matters.

Compare this with Exhibit C, which rewrites the provision of Exhibit B in an effort to make it easier to read.

E. Sentence Length. Our fifth-grade English teachers were right: avoid run-on sentences. If it seems too long to you, then shorten it or break it into two or more sentences. Enough said.

F. Do not Double Space Between Sentences. A common mistake is to double space between sentences. Double spacing between sentences is necessary if you are still using a typewriter so that our eyes can easily see the end of one sentence and the start of another sentence. But word processing uses proportional type and, as a result, our eyes have no difficulty in recognizing the end of one sentence and the beginning of another sentence. This entire paper uses a single space between sentences.

G. White Space. By making use of better margins and breaking up paragraphs, the pages will have more "white space," that is, the space between the paragraphs and the border around the language on the page. Good use of white space makes the words on the page easier to read. The lack of white space is an indicator that the above suggestions have not been followed.

H. Font Type and Size. Compact font sizes often are easier to read. Although captions or headings can be larger and often should be to highlight them, the provisions themselves should be a font type and size that is easy on the eyes. The following three paragraphs have identical language, but the first paragraph is written in Times New Roman 12, the

second paragraph is written in Verdana 10, and the third paragraph is written in Ariel 10.

Most common is Times New Roman 12. But this paper is written in Verdana 11 to show a comparison. Other possible font types are Arial and Garamond. Both Verdana and Arial can use a small font and still be clear. For example, this paragraph is repeated three times below, first in Verdana 10, then in Arial 11, and lastly in Tahoma 11.

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Smaller fonts help make provisions more compact and, thus, easier to read, and use less space. However, with older clients, a larger font size may be warranted. Do not be afraid to explore different fonts.

I. Redundant Language. It seems that lawyers like to repeat themselves. It seems that in any last will and testament or trust instrument, trust agreement or declaration of trust, that I read or skim or peruse, each and every one of them will contain redundant, repetitive or repetitious language that add nothing, zilch, nada to the instrument.

In a Will, why must we leave the rest, residue and remainder of one's estate when simply leaving the rest will do? Where you see "each and every," "any or all" and similar phrases, select one. If after doing so you have real doubt that the document could be misinterpreted, then use both.

Where documents give the trustee discretion to do things that are "necessary or desirable" or "necessary or advisable" and the like, if the thing is necessary is it not also desirable or advisable? In other words, the broader word (desirable or advisable) encompasses the more limited word (necessary).

J. Unnecessary Words. In addition to avoiding redundancy, many documents have words that are not needed and merely make a document harder to read. Compare the following sentences:

I am married to Lillian G. Acker (hereinafter referred to as "my spouse").

I am married to Lillian G. Acker ("my spouse").

I am married to Lillian G. Acker ("Lillian").

I have seen trust instruments that by merely deleting the words "herein" and "hereinafter" removed over 50 words or about four lines of text. Sometimes such words are needed. However, I suggest the phrase "in this trust" instead of "herein" and I suggest the phrase "below in this trust" instead of "hereinafter." Although I am opting for a longer phrase, it is more understandable.

In a similar vein, certain phrases or words can be shortened. For example:

<u>Offending phrase or word</u>	<u>Suggested change</u>
It is my understanding	I understand
It is my intent	I intend
Utilize (which never should be used)	Use
Which	That (if appropriate)
In the event of	If
Oftentimes	Often
However	But
As a result of	By (if appropriate); Because of
A myriad of (which is wrong)	Myriad
At this point in time	At this point or At this time
Reach an agreement	Agree
In accordance with	Under
Shall	Will

Concerning the last suggestion. as attorneys, we like the word "shall" because it means that something must be done. The trustee shall distribute all the income at least annually to my wife. However, we do not use the word "shall" in common parlance. Thus, I prefer the word "will" because it is easier understood by the layperson. The trustee will distribute all the income at least annually to my wife. How do I address the lawyer's concern that the use of "will" may not connote an action that must be done? Simple. I add a definition at the end of the document to satisfy the lawyers.

Never use the word "said" unless you are writing dialogue. In which case, you are not writing a trust or will.

Exhibit D takes a sentence from Exhibit A (Article IV, Section 2) and rewrites it.

K. Active Language. Write in the active tense when possible. Compare the following examples:

After my death, the trust will be divided into as many separate trusts by the trustee...

After my death, the trustee will divide the trust into as many separate trusts...

Generally, active language occurs when the actor precedes the described action.

L. Footers. Footers that state the title of the document and the page number can be most helpful. Not so much for the reader, but for the attorney at those times when a page or two from a document becomes separated and one needs to determine to which document it belongs. The footer makes this easy.

M. There are No Rules. There are no absolute rules. You can violate all of the above if you determine that it is desirable to do so. You can end sentences with prepositions and you can split infinitives. And you can begin sentences with "and" or "but." Even though you can do all these things, expect some criticism if you actually do these things.

II. USE OF FORMS.

Every lawyer uses will and trust forms to facilitate drafting such documents. And rightfully so. Forms save us time in drafting, and help ensure consistency in our documents, that matters that ought to be covered are covered, and that we do not have to reinvent the wheel every time. A form, however, is the starting point of a document and not the endpoint.

NOTE: A form should never be followed blindly. A form is only a tool to assist you in providing quality documents to your clients. A form can never replace and is not intended to replace your professional judgment. You should be intimately familiar with what the form provides and does not provide, and you should never hesitate to modify any form to meet the needs of your client.

Trust and will forms should be updated as needed to reflect changes in the law, whether statutory or because of court decisions, and to reflect improvements in style.

III. DRAFTING SYSTEMS.

A drafting system denotes a method of taking a form and converting it efficiently into a draft document for a particular client. For example, assume that attached to this paper is a form document for a simple will. Further assume that you would like to use this form for your future simple wills. You would need to do one of the following:

- Type this form every time you want to use it making sure to input the correct names and other information for the particular client; or
- Key this form into your computer and create an appropriate "merge" system so that you can use the form efficiently in the future.

More and more drafting systems are becoming available over the web that allow attorneys to draft trusts and wills. A drafting system should be easy to learn, easy to use, efficient in time, should produce quality documents, and should be reasonable in price.

With the proliferation of web-based drafting and document assembly systems, it may be more cost-efficient to subscribe to such systems as opposed to creating your own forms from scratch. I have created my own web-based drafting system at www.trustandwilldraftingsystem.com.

EXHIBIT A

ARTICLE II

Authority of the Trustee:

The Trustee shall have and possess and may exercise at all times, not only the rights, powers and authority incident to the office or required in the discharge of the trust(s) herein, or impliedly conferred upon or vested in it, but there is hereby expressly conferred upon and vested in the Trustee all the rights, powers and authority embodied in the following paragraphs in this Article, which are shown by way of illustration but not by way of limitation:

1. To retain and continue to hold in the Trustee's discretion, as a part of the trust estate any investment or property; to buy any assets desired from the estate of the Grantor.
2. If there shall come into the Trustee's hands any business enterprise or a share in any such business enterprise and in particular an unincorporated business enterprise, the Trustee may, in its discretion, continue to operate or to participate in the operation of such business enterprise, to maintain in corporate form, incorporate or participate in the incorporation of such business enterprise and thereafter operate or participate in the operation of such business enterprise in corporate form, cause such business enterprise to be sold or liquidated, and in any case, invest additional assets of the trust estate in such business enterprise. In operating, selling, liquidating, or investing additional assets to the trust estate in a business enterprise pursuant to the provisions of this paragraph; the Trustee shall not be obligated to comply with the Ohio Revised Code or any other statute or rule of law dealing with the operation, sale, liquidation, or investment of funds in business enterprises by a fiduciary, and shall not incur any liability for loss, waste, damage, or diminution in value, provided it exercises good faith and reasonable prudence.
3. To sell at public or private sale, to grant options to sell, to exchange, re-exchange or otherwise dispose of all or part of the property, real or personal, at any time belonging to the trust estate, upon such terms and conditions and for such considerations as said Trustee shall determine, and to execute and deliver all instruments of sale or conveyance necessary or desirable therefor.
4. To enforce, abandon, defend against, or have adjudicated by legal proceedings, arbitration or by compromise, any claim or demand whatsoever arising out of or which may exist against the trust estate.
5. To cause any property comprising a part of the trust estate to be issued, held or registered in the Trustee's own name without disclosing the fiduciary relationship, in Trustee's name as Trustee, in the name of Trustee's nominee or in such other form that title will pass by delivery.
6. To invest any money in the trust estate in stocks, bonds, investment trusts, common trust funds and any other securities or property, real or personal secured or unsecured, whether the obligations of individuals, corporations, trusts, associations, governments, expressly including shares and obligations of its own corporation, an affiliate, parent or subsidiary thereof, or otherwise, either within or outside the State of Ohio, as the Trustee shall deem advisable, without any limitation whatsoever as to the character of investment under any statute or rule of law now or hereafter enacted or existing regarding trust funds or

investments by fiduciaries or otherwise.

7. To receive, apply, for, own and maintain life insurance on the life of any beneficiary hereunder; or other person, and the trustee may exercise all rights contained in said insurance policies; to obtain and carry public liability, property damage, health and accident insurance and such other insurance contracts as the trustee shall deem advisable to protect the Trustee, the trust estate and any beneficiaries of any trust(s) hereunder against any and all hazards.
8. To vote by proxy or in person any stock or security comprising a part of the trust estate, at any meeting, and upon any question coming before such meeting.
9. To employ and follow the advice of counsel and agents and to determine and pay to them compensation, whether from principal or income, as the Trustee shall decide.
10. The Trustee is given broad discretionary powers to use the proceeds of insurance or other funds held by it to pay any part or all of the Federal and State estate, inheritance and other succession taxes levied upon the Grantor's estate; to advance funds to the executor or administrator of the respective estates, with or without security; and to purchase assets, real or personal, from each estate; to pay all tax assessments, costs, insurance charges and other expenses arising in connection with the administration of the trust estate, including taxes under the estate of the Grantor and reasonable compensation to the Trustee, its agents and attorneys, and to determine whether and to what extent such taxes, assessments, costs, charges and expenses shall be deducted from and charged against income or principal.
11. To make leases for any length of time whether longer or shorter than the duration of the trust(s) herein, to commence at the present time or in the future; to extend any lease, to grant options to lease or to renew any lease, it being expressly understood that the Trustee may grantor enter into ninety-nine year leases, renewable forever.
12. To consent to the reorganization, consolidation, readjustment of the financial structure, or sale of, the assets of any corporation or other organization, the stocks or securities of which are owned by the Trustee, and to take any action with reference to such stocks or securities, which in the opinion of the Trustee, is necessary to obtain the benefit of any such reorganization, consolidation, readjustment or sale; to exercise any conversion privilege or subscription right given to it as the owner of any property constituting a portion of the trust estate; to accept and hold as a part of the trust estate the securities or stocks resulting from any such reorganization, consolidation, readjustment, sale, conversion or subscription.
13. To manage, improve, protect, exchange, mortgage, partition, contract to sell and sell on any reasonable terms, convey with or without covenants of warranty, dedicate for public purposes, subdivide, or vacate for subdivision, make party wall contracts and agreements, grant easements or changes of any kind; construct, remodel, alter, repair, and maintain buildings, upon any real estate which may, at any time be a part of the trust estate.
14. To borrow money from time to time (from its own corporation or otherwise), without personal liability, for any purpose in the administration of the trust estate and for the purpose of making advancements or loans to the executor or administrator of Grantor's estate, or to continue to renew any loans made to the Trustee as in said Trustee's judgment

shall seem wise and expedient and for the purposes herein set forth.

15. The Trustee shall not be required to obtain the authority or approval of any court for any act which it may desire to do in the administration or management of the trust estate, or in the disbursement, investment or reinvestment or management of the trust funds.
16. The Trustee in its discretion may permit any person, who has a right to receive income currently from the trust estate, to occupy any real property forming a part of the trust estate. The terms of such occupation, including, but not limited to, consideration of whether the premises shall be occupied rent-free or in consideration of full or partial payment of taxes, insurance, maintenance, and ordinary repairs, shall be entirely within the discretion of the Trustee.

ARTICLE III

Trust Advisors

When there is a duly appointed trust advisor, the trustee shall, upon written demand of the trust advisor, transfer custody to said trust advisor of any or all trust assets as demanded.

At all times herein, _____, of Columbus, Ohio shall be the initial Trust Advisor but any beneficiary under the terms of this trust may terminate or change the Trust Advisor's services, or revoke the Trust Advisor's powers, at his or her request, and appoint a successor Trust Advisor if they so wish. Further, the Trust Advisor may resign at any time during the trust administration.

The Advisor or Advisors shall have full power and authority to direct the Trustee of any trust to make any sale of assets, investments or reinvestments, contract or contracts, or payments (other than distributions to beneficiaries whether discretionary with the Trustee or not) authorized or directed under the terms and provisions of this instrument. The Advisor or Advisors shall have full power and authority to direct the Trustee to employ investment counsel selected by such Advisor or Advisors to aid the Trustee in the investment or reinvestment of the assets or any of the trusts created by this instrument, and shall have full power to direct the voting, for any purpose, of any and all shares of stock or securities held in any trust.

The Trust Advisor may act as broker or dealer to execute transactions and to provide other services with respect to trust property, including purchasing, in Trustee's discretion as fiduciary, any securities currently distributed, currently underwritten, or issued by Financial Advisor.

When there shall be in existence a properly appointed Advisor or Advisors, the Trustee shall sell no trust assets nor make any investment or investments or enter into any contract or contracts, or vote any stock, except upon the direction or with the approval of such Advisor or Advisors.

All directions of the Advisor or Advisors to the Trustee shall be in writing. If there shall be more than one (1) Advisor, they shall act jointly or by the act of a majority of them in the event they shall not all agree. The Trustee may rely upon the directions of a majority of the Advisors in respect to any matter. Any Advisor may give a temporary or permanent

proxy to another of the Advisors authorizing such proxy to act for the Grantor of such proxy with respect to all matters within the power of the Advisor.

If and when there shall be no properly appointed Advisor or Advisors, or if the Trustee shall have in good faith attempted to obtain the judgment and direction of the Advisor or Advisors and, shall have been unable to do so within the time deemed by the

Trustee to be the maximum time permissible for action in the best interests of any trust, the Trustee shall exercise its powers and authorities in such manner as it shall deem best and in accordance with the powers and authorities conferred upon it under the terms and provisions of this agreement, and it shall be fully protected in taking any such action.

For convenience and facility in the administration of the trusts herein created, any certification which the Trustee shall make to persons dealing with the Trustee shall be conclusive upon the trusts created herein and the beneficiaries, and no person or persons dealing with the Trustee need inquire further respecting the approval of the Advisor or Advisors.

The Grantor, on behalf of herself, the trusts created hereunder, and the beneficiaries thereof, hereby waives any right that she or they may have against the Trustee arising out of its compliance with the provisions of this instrument. in following the directions of the Advisors, or the omissions ,of the Advisors to give direction. To the extent that either the Advisors or investment counsel have power to control investments, the Trustee is relieved of investment liability and responsibility. Further, should I own at the time of my death, or should the trust become the owner of any shares of stock of the Trustee, then I direct the Trustee to hold, accept, and continue to hold the same until instructed to the contrary by the Advisors, even though such retention may constitute unusually large concentration in a trust, be contrary to sound investment policy, be contrary to the regulations of any governmental authority, or be unwise in the opinion of the Trustee, and the Trustee is hereby relieved from responsibility for any such retention.

ARTICLE IV

Miscellaneous Provisions:

1. During the period that any beneficiary as to income or .principal of any trust created herein or any person entitled to distribution of corpus in termination of any trust created herein is mentally or physically incapacitated for any reason, the Trustee may pay to or for the benefit of such beneficiary or person such part or amounts of income or principal as the Trustee, in its sole judgment and discretion, shall determine; said Trustee shall be fully authorized and empowered to make such payments of income or principal to said beneficiary or for said beneficiary's benefit without the appointment of a legal guardian.
2. Except as otherwise specifically provided herein, if in the opinion of the Trustee, it shall appear that the total income of any beneficiary then entitled to income pursuant to any trust fund 9reated herein is insufficient for his or her proper or suitable support, care and comfort and education and that of said beneficiary's children, the Trustee is authorized to pay to or for such beneficiary such additional amounts from the principal of the trust estate as it shall deem advisable in order to provide suitably for the support, care, comfort and education of said beneficiary and of said beneficiary's children, and the action of the Trustee in making such payments shall be binding on all persons. Such payments shall be made in due consideration of the needs of all beneficiaries in providing for their mutual

care and maintenance.

3. Any attempt to alienate any of the beneficial interests under any trust(s) created herein shall be dealt with in the following manner: If because of any alienation or attempted alienation by any beneficiary of any interest or right to receive payments under any trust hereby created, or if, from any cause whatsoever, such payments or any part thereof shall, or but for this proviso would, at any time become payable to or pass to or for the benefit of any person other than such beneficiary, then the interest in and the right of such beneficiary to receive such payments shall cease and determine and thereafter said payments, or such part thereof as shall become so forfeited by such beneficiary or beneficiaries in such manner and portions as Trustee may deem best; provided further that notwithstanding any forfeiture of a beneficiary as aforesaid, said Trustee in its uncontrolled discretion, but without obligation so to do, may from time to time apply or direct the application of said portion of such payments forfeited as aforesaid, or so much thereof as to it seems best, to the use of the beneficiary so forfeit in the same.

In addition, no interest in the income or corpus of the trust estate shall be liable for any debt of the beneficiary to any creditor, the State of Ohio, or any 'other governmental body or subject to the process of seizure by any court.

4. In the event of the death of any beneficiary of the income of the trust(s) created. herein, the income payable to such beneficiary shall not be accrued to the date of death of said beneficiary and any collected or accrued income or investments of the trust(s) which otherwise would have become payable to such beneficiary shall be added to and become a part of the income payable to the next succeeding life estate(s) or remainder interest(s), provided, however, that the Trustee in its sole and uncontrolled discretion (but without any legal obligation so to do) may apply income or principal of the trust estate to payment of expenses of last illness and funeral expenses of such deceased beneficiary where the Trustee deems such application proper and necessary and there are insufficient funds otherwise available for such expenses. Wherever the term "income or principal" appears in this trust agreement it shall be defined to mean in the inclusive sense, either or both, as the case may be according to the context of the provision where used and this agreement as a whole.
5. The Trustee shall incur no liability in the reasonable and prudent exercise of or omission of the exercise of any and all duties, powers, responsibilities and discretions provided in this trust agreement or conferred or impliedly conferred upon or vested in it by any provision of law now existing or later enacted or otherwise inherent as a Trustee function.
6. All sections or shares created herein shall terminate no later than twenty-one (21) years after the death of the last survivor of the beneficiaries hereunder including Grantor's legal issue and the appointees under any power of appointment granted herein who are living at the date of Grantor's death; and upon termination of the corpus of the trust estate and the trust funds then held hereunder shall be distributed free of trust to the then income beneficiaries, each receiving as his or her share of the trust assets the income from which is being paid or is payable to him or her.
7. In the event that the principal of the trust estate held for any income beneficiary of this

trust has been reduced to a fair market value of twenty-five thousand dollars (\$25,000) or less, trustee shall have the sole discretion to determine that, regardless of the age of any such beneficiary, it will be in his or her best interest to terminate this trust and distribute the principal then remaining together with any accrued or undistributed net income.

8. Notwithstanding the powers of the Trustee granted in paragraphs 2, 3, 6, 7, 11 and 13 of Article II, the Trustee shall not exercise any of the powers granted in said paragraphs unless during Grantor's lifetime said Grantor shall approve of the action proposed to be taken by the Trustee pursuant to said powers. If the Grantor shall be declared legally incompetent, or shall neither approve or disprove any actions so proposed by the Trustee within fifteen (15) days after mailing of such proposed action by the Trustee, said Trustee is hereby authorized to proceed with the action so proposed in the Trustee's sole discretion and judgment and such action shall be binding and conclusive as to all persons.
9. Compensation: For its services hereunder the compensation of the trustee shall be as provided from time to time by the then current schedule of fees of the Trustee applicable for similar fiduciary services., unless otherwise provided from time to time by separate written agreement or amendment thereto by and between the trustee and the Grantor or the current beneficiary or beneficiaries,

The Trustee shall have the right to resign at any time and upon such resignation the Grantor shall appoint a successor trustee; such resignation shall be effective by the trustee delivering its written resignation to the Grantor or in the event Grantor is deceased, to the next beneficiary hereunder.

ARTICLE V

Successor Trustees:

1. Upon Grantor's death, Grantor's son, _____ and Grantor's son, _____, shall serve as successor co-trustees. If either _____ or _____ fails to survive Grantor or ceases to serve as co-trustee for any reason, the other shall serve as sole successor trustee. In the event there is a complete vacancy in the trusteeship for any reason, _____ shall become successor trustee hereunder.

2. _____ and _____ shall have the right to resign as successor trustee or co-trustee by written notice to the income beneficiaries. If such resignation causes a complete vacancy in the trusteeship, within thirty (30) days after the receipt of such notice, the adult income beneficiaries shall designate a successor trustee. If the income beneficiaries fail to designate a successor trustee within thirty (30) days after receipt of such notice, the incumbent successor trustee shall immediately thereafter make such designation. The incumbent trustee shall thereupon deliver the trust funds and properties then in its hands to the successor trustee so designated together with an accounting to the date of such delivery. Thereafter, the incumbent trustee shall be discharged of all further responsibility or liability and the successor trustee, without further action shall be vested with all the estate, title, powers and duties granted to its predecessor. The

incumbent

trustee shall, however, execute and deliver to its successor. such assignments or other instruments as may be necessary or advisable. The provisions of this paragraph 2 shall be applicable to the resignation of all successor trustees.

EXHIBIT B

The following Is paragraph 1.2 that appeared in a 1991 Will. It consists of three sentences in one paragraph and contains 409 words. The names have been changed.

1.2. Payment of Taxes. If my said wife, Lillian G. Acker, shall survive me, then I direct that all estate, inheritance, transfer, succession, legacy and death taxes levied or assessed in respect of my death, by any governmental authority, and any interest or penalties in respect of such taxes, on property passing under paragraphs 4.1 or 4.2 of this Will, property otherwise passing as a result of my death to one or both of the trusts created in paragraphs 4.1 and 4.2 of this Will or property otherwise passing as a result of my death to my daughter, Jennifer Acker, or to my former wife, Trixie Acker, shall be prorated and apportioned among and charged against the respective devisees, legatees, transferees or other recipients of such property, and shall be charged against any property passing, or which may have passed, to them, and my Executors shall be entitled to reimbursement for any portion of such tax from such devisees, legatees, transferees or other recipients; provided that the full benefit of the unified credit available to my estate for federal estate tax purposes shall be applied or allocated to reduce, to the fullest extent possible, the share of such taxes prorated and apportioned or charged against property passing under paragraph 4.2 of this Will, property otherwise passing as a result of my death to the trust created In paragraph 4.2 of this Will, or otherwise passing as a result of my death to my daughter, Jennifer Acker. Except as provided in the preceding sentence of this paragraph 1.2 of this will, then I direct that all other estate, inheritance, transfer, succession, legacy and death taxes levied or assessed In respect of my death, whether imposed In respect of property passing under this Will or outside of the terms of this Will, by any governmental authority, and any Interest or penalties in respect of such taxes, shall be charged against and paid out of my residuary estate passing under ITEMS V or VIII of this Will, as the case may be. In any event (except as otherwise specified in the first sentence of this paragraph 1.2), such taxes shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients of such property, or charged against any property passing, or which may have passed to any of them, and my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person.

The following Is a suggested revision to paragraph 1.2 from Exhibit B. It Is broken Into several paragraphs for ease of reading and comprehension and consists of 271 words (about 140 words less than the paragraph 1.2 as written).

EXHIBIT C

1.2. Payment of Taxes. If my wife, Lillian G. Acker, survives me, then I direct that all Estate Taxes shall be allocated and apportioned among the beneficiaries of my estate, whether of probate or non-probate property, in proportion to the value of taxable property received by each such beneficiary as determined for tax purposes, subject to the following rules:

- . no Estate Tax will be apportioned or charged (a) against my wife, Lillian, for any property passing or that has passed to her; or (b) against the Lillian G. Acker Marital Trust established under Item V of this Will; and
- . the full benefit of the unified credit available for my estate for federal estate tax purposes shall be used to reduce, to the fullest extent possible, the share of Estate Taxes allocated and apportioned against all property passing to my daughter, Jennifer, or for her benefit under paragraph 4.2 of this Will.

My Executor shall be entitled to reimbursement for any portion of the Estate Tax from any recipient charged with the Estate Tax.

If my wife, Lillian, does not survive me, then I direct that all Estate Taxes shall be charged against and paid from my residuary estate passing under ITEMS V or VIII, as the case may be, without apportionment or proration and with no right of reimbursement from any recipient of any property.

Interest and penalties concerning any Estate Tax shall be paid and charged in the same manner as the tax.

Estate Taxes shall mean all estate, inheritance, transfer, succession, legacy and death taxes levied or assessed in respect of my death by any governmental authority.

EXHIBIT D

Sentence as written:

Except as otherwise specifically provided herein, if in the opinion of the Trustee, it shall appear that the total Income of any beneficiary then entitled to Income pursuant to any trust fund created herein Is Insufficient for his or her proper or suitable support, care and comfort and education and that of said beneficiary's children, the Trustee is authorized to pay to or for such beneficiary additional amounts from the principal of the trust estate as It shall deem advisable In order to provide suitably for the support, care, comfort and education of said beneficiary and of said beneficiary's children, and the action of the Trustee In making such payments shall be binding on all persons.

Sentence as modified:

Except as otherwise specifically provided, the Trustee may pay principal to any income beneficiary if the Trustee believes that such payments are advisable to provide for the support, care, comfort, and education of the beneficiary and of his or her children. The Trustee's decision to pay principal to a beneficiary will be binding on all persons.