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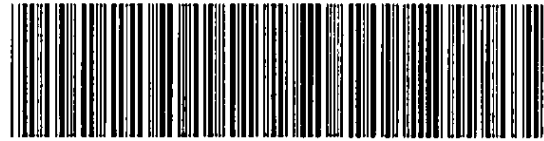
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STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Gary Kuehne Trust U/SEC VID as Trust #3

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Lisa M. Bitter, Esq.

Name (Printed or typed)

300 Pike Street, Suite 500

Address

Cincinnati, OH 45202

City, State & Zip

(513) 721-5672

Daytime Telephone number

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

Gary Kuehne Trust U/SEC VI D as Trust #3

A Irrevocable **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of Gary Kuehne Trust U/SEC VI D as Trust #3, a

Ohio (Name of Trust)
Trust hereby affirms in order to file or qualify

(State)
Gary Kuehne Trust U/SEC VI D as Trust #3, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 743 North Riverside Drive C-1, Pompano Beach,
Florida 33062
3. The registered agent and street address in the State of Florida is:
Registered Agents Inc.
7901 4th St N STE 300 St. Petersburg, FL 33702
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

Bee Hume

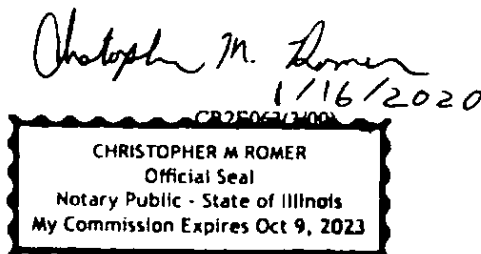
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

NOTARY

Benjamin S. Wolf
Name: Benjamin S. Wolf, Trustee
Chairman of the Board of Trustees

Filing Fee: **\$350.00**
Certified Copy: **\$ 8.75 (optional)**



**ALBERT M. STEINER TRUST
APPOINTMENT OF BENJAMIN S. WOLF
AS SUCCESSOR CO-TRUSTEE**

Joseph L. Steiner and Robert L. Steiner, acting co-trustees of the Albert M. Steiner Trust U/A 11/30/64 as amended, under the authority of Section I B. of said trust, hereby appoint Benjamin S. Wolf as the successor co-trustee to Philip G. Steiner, to serve with Joseph L. Steiner and Robert L. Steiner as co-trustees of the Albert M. Steiner Trust U/A 11/30/64 as amended.

Date

6/24/99

^{DECEASED}
Joseph L Steiner
JOSEPH L. STEINER

Date

6/7/99

Robert L Steiner
ROBERT L. STEINER

ACCEPTANCE OF APPOINTMENT

I the undersigned, Benjamin S. Wolf, hereby accept appointment as a co-trustee of the Albert M. Steiner Trust U/A 11/30/64, as amended.

Date

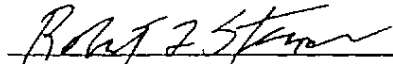
6/7/99

B. S. Wolf
BENJAMIN S. WOLF

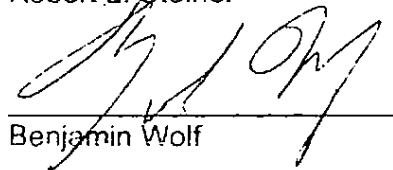
ALSO: ① RON KUEHNE FOR SANDY GARY KUEHNE TRUST
② BAMBI HASTINGS FOR HER OWN TRUST

APPOINTMENT OF TRUSTEE

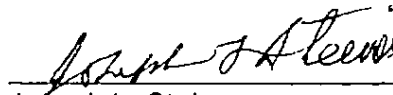
Ronald P. Kuehne is hereby appointed to serve as Co-Trustee with the undersigned as to only the certain share of the Albert M. Steiner Trust dated November 30, 1964, as amended, established for the benefit of Sandy Gary Kuehne under Trust Number Three, pursuant to paragraph D of Section VI of such Agreement of Trust.


Robert L. Steiner

Date: 06/07/01



Benjamin Wolf

Date: 6/19/01


Joseph L. Steiner

Date: 7/2/01

The undersigned hereby accepts the appointment of Co-Trustee of the certain share of the Albert M. Steiner Trust dated November 30, 1964, as amended, established under Trust Number Three for the benefit of Sandy Gary Kuehne.


Ronald P. Kuehne, as Co-Trustee

Date: 21/08/01

INSTRUMENT OF TRUST
BY
ALBERT M. STEINER, GRANTOR,
AS AMENDED

I, Albert M. Steiner, did on November 30, 1964 execute an Instrument of Trust and under SECTION III of said Instrument of Trust, I reserved the right at any time during my lifetime to "amend" said Instrument of Trust "in whole or in part, by signing an instrument . . . in writing so providing." In the exercise of said power, I amended said Trust on November 13, 1968 and in the further exercise of said power, I, this day, do further amend same. For convenience, the following is the complete Instrument of Trust dated November 30, 1964 as Amended November 13, 1968, and as this day further amended.

I, Albert M. Steiner, of the City of Cincinnati, Ohio, hereinafter also referred to as Grantor, subject to the rights hereinafter reserved by me, have this day assigned, transferred, delivered, set over and do hereby assign, transfer, convey and set over:

1. To Albert M. Steiner, as Trustee, and to his successors in trust, the assets described in Schedule "A" hereof, hereto attached and made a part hereof, and additions thereto, which said assets shall be held, managed and controlled by the said Albert M. Steiner, as Trustee, and by said respective successors in trust, upon the Trust (Marital Deduction Trust) as provided in SECTION V and other provisions hereof applicable to said assets, and for the uses and purposes therein provided and with the powers as hereinafter set forth, and

2. To the said Albert M. Steiner, as Trustee, and to his successors in trust, the assets described in Schedule "B" hereto attached and made a part hereof, and additions thereto, which said assets shall be held, managed and controlled by the said Albert M. Steiner, as Trustee, and by said respective successors in trust, upon the trusts (Trust Number One, Trust Number Two and Trust Number Three) as provided in SECTION VI and other

provisions hereof applicable to said assets, and for the uses and purposes as therein provided and with the powers as hereinafter set forth.

Assets and property may be added to any trust or trusts herein, including by gifts, by transfers, or by the Will of Grantor or of others, and any such assets or property shall be administered and disposed of as part of such trust or trusts to which they are or may be added.

SECTION I

TRUSTEES

A. Albert M. Steiner, during his lifetime, shall be the Trustee of all trusts created or provided for by this Instrument of Trust.

B. After the death of Albert M. Steiner, or in case for any other reason he is not acting as Trustee, the Trustee(s) for each and every trust now or hereafter created by this Instrument shall be as follows: Ruth H. Steiner, Robert L. Steiner and Philip Steiner, provided further that upon the death or inability of any one or more of Trustees to serve, I appoint Joseph L. Steiner and/or Dr. Eugene H. Sterne, Jr., in that order, as Successor Trustee(s) so that there may be three individual Trustees serving hereunder. If for any reason a Trustee herein named or nominated becomes unable to serve as such then, in such event, the Trustee or Trustees then acting shall appoint an individual Successor Co-Trustee or Co-Trustees within sixty (60) days after such vacancy has occurred so that there may be three Co-Trustees serving. It is my suggestion, which is not binding on said Trustees, that, if practicable, a member or relative of the Steiner family be appointed to fill such vacancy. Provided, however, if any Trustee shall be a beneficiary of any of the Trusts hereunder, such Trustee-beneficiary shall have no power to select himself/herself or his/her spouse as the recipient of any income or principal payable hereunder, and such power and the exercise thereof shall be vested exclusively in the remaining Trustee(s).

If vacancies occur in the office of Trustee which then result in leaving only one remaining acting Trustee, and if individual Successor Co-Trustee(s) are not appointed within sixty (60) days thereafter as hereinbefore provided, then The Central Trust Company shall serve with the then acting Trustee as a Successor Co-Trustee. At such time as there are no individual Trustees acting hereunder, then said The Central Trust Company shall serve as sole Successor Trustee and shall be empowered to exercise all powers, discretions and authority herein granted to all Trustee(s) hereunder.

The Grantor, Albert M. Steiner, hereby suggests that all individuals originally or hereafter appointed as Trustees serve in such capacity so that a corporate Trustee, if possible, will not be required.

No bond shall be required of any person or corporation serving as Trustee under the provisions hereof.

The terms Trustee and/or Trustees and/or Trustee(s) wherever used herein shall mean the Trustee(s) appointed and acting hereunder whether they/he/it be one or more in number, unless the context requires otherwise.

SECTION II

POWERS OF TRUSTEES

A. Trustee(s) named in or appointed by, under or pursuant to this Instrument of Trust (except as otherwise specifically herein provided), including additional and/or successor Trustees, for all the trusts in this Instrument created and/or provided for, and as to each of the respective trusts, shall have all authority and powers set forth in this Instrument of Trust in a fiduciary capacity, but without the order of any court, including the authority and power:

1. To sell, lease with or without privilege of purchase, rent, transfer, convey, exchange, mortgage, pledge, encumber and in any manner dispose of and alienate all or any part of any and all trust estates including all investments and reinvestments thereof and all assets that may hereafter from time to time be

substituted therefor, or added thereto, at such prices and for such amounts and upon such terms and conditions, at private or public sale or transaction, and in such manner, all as Trustee(s) may determine; to vote all shares held in each trust estate; to execute and deliver any proxies, powers of attorney, deeds, agreements and other instruments; to join in and consent to any reorganization, recapitalization or other corporate changes which the Trustee(s) may deem necessary or advisable; to invest and reinvest in securities and to purchase or otherwise acquire real or personal property all as Trustee(s) may deem proper or suitable irrespective of any statute or rules of practice now or hereafter in force limiting investments of trust funds.

2. To retain by way of investments any property or securities held or acquired by Trustee(s) without liability for depreciation; to make loans and advances and to borrow money upon such terms and conditions, at any time or times, and for such purposes, as Trustee(s) may deem desirable or proper. In accepting title to any property Trustee(s) shall not be held to have assumed the payment of any encumbrances nor any responsibility as to the validity of the title conveyed to or held by Trustee(s).

3. To encumber the Trust Estate(s) and any parts thereof by mortgage or pledge to secure any loans or advances.

4. To compromise, compound and adjust all claims in favor of or against the Trust Estate(s), or any of them, and upon such terms and conditions as to the said Trustee(s) may seem proper.

5. To place and hold assets, including stocks and other securities, real estate and personal property in individual names or the names of a nominee or nominees without disclosing the trust; to deposit funds in any bank, financial or savings institution and to make withdrawals; to exercise, buy or sell subscription and conversion rights and participate in reorganizations, recapitalizations, mergers, consolidations, exchanges and in

creditors' and bondholders' agreements, in the absolute discretion of Trustee(s).

6. To hold, invest and reinvest assets separately from and/or in common with other trusts herein; to determine in accordance with proper accounting principles, net income, reserves, whether money or property received by Trustee(s) is principal or income and to apportion in accordance with proper accounting principles, gains, expenses and losses to principal or income; to make loans to Albert M. Steiner during his lifetime and thereafter to any beneficiary then entitled to income from the trust making the loan, with or without security as Trustee(s) shall determine.

7. To employ and compensate agents, brokers, attorneys, investment counsel and others.

8. To adopt and from time to time change the fiscal year applicable to the respective trusts and to any of them.

9. To have, in addition to the specific powers granted herein, all other powers now or hereafter granted by law and all powers necessary or convenient to carry out the specific powers granted.

B. No Trustee shall be liable except for his own wilful default.

C. No person dealing with Trustee(s) need look to the application of the proceeds of any transaction.

D. If any income or principal becomes payable or distributable to a person who is a minor or is incompetent or is unable to carry on his or her normal affairs, the Trustee(s) (except as otherwise herein specifically provided) under each of the trusts other than the Marital Deduction Trust, may in their absolute discretion, from time to time, accumulate and hold such income until the final termination of the trust from which such income was derived, or expend or use such income or the principal of such trust for such person's benefit, or for the benefit of any issue or spouse of such person, whether or not a guardian has been

appointed for such person. The receipt of a parent, custodian or guardian of such person or of the party to whom payment or distribution is made, or the certificate of payment or use executed by my Trustee(s) shall be a full release and discharge to Trustee(s).

E. Except as herein otherwise specifically provided, Trustee(s) of any or all of the trusts under this Instrument of Trust, may in writing delegate to one or more of their number full power and authority to exercise all or any rights granted the Trustee(s) herein, including but not limited to authority to make withdrawals from depositories and to have access to any safety deposit box, or to exercise any other powers which may be delegated.

F. No Trustee shall be disqualified from serving as Trustee by reason of also serving as director, officer or employee or in any other capacity in any corporation, the stock of which any trust may own or in which the trust property or funds thereof of any trust herein created may be invested. Any person serving as a Trustee may purchase any assets from any trust, other than the Marital Deduction Trust, in his/her individual capacity, and may in his individual capacity sell, exchange or otherwise dispose of, and contract with respect to, any stocks, securities or other property to or with any trust, other than to or with the Marital Deduction Trust, with the consent of the other Trustee(s).

In the event that any person or persons acting as Trustee or Co-Trustee hereunder shall also be acting as an officer, director or employee of any corporation in which said Trust may own stock or other securities or may be a candidate for election as such officer, director or employee and may receive compensation therefor in the same manner as if he were not a Trustee or Co-Trustee hereunder, he shall not be disqualified from voting for his election to such office or for membership on said board of directors, for the reason that he is acting as Trustee or Co-Trustee hereunder, or for the reason that he may be receiving compensation for serving in any such capacity.

G. Any division or distribution of the assets of any of the

Trust Number One, Number Two and Number Three under the provisions of this Instrument or for the purpose of distribution of any of the trusts, other than the Marital Deduction Trust, may be made by the Trustee(s) in kind to the fullest extent which Trustee(s) deem practical, that is to say, in real estate, stocks, bonds, mortgages or other securities or property according to the absolute discretion of the Trustee(s) and at such valuations as the Trustee(s) may establish therefor and without requiring the consent of any beneficiaries.

Only assets which qualify for the marital deduction under Federal Estate tax laws and regulations and are allowable in determining the Federal Estate tax shall pass or be allocated to said Marital Deduction Trust and the assets distributed to it at each of the dates of distribution shall have a value fairly representative in the aggregate of appreciation and depreciation in the value of all assets, including cash available for distribution.

H. Except as herein otherwise specifically provided, all actions taken by a majority or more of the Trustees then in office, exercising any or all of the powers herein granted and all distributions, decisions, exercises of discretion, and interpretations of this Instrument, made in good faith by a majority or more of the Trustees then in office for the respective trusts, shall be as fully effective as if taken or made by unanimous action of Trustees and shall be binding and conclusive on all persons and beneficiaries then and thereafter affected thereby.

In case the actual name of any person designated herein by name has changed or is hereafter changed, or in case of payments to a class or part of a class, Trustee(s) shall have full authority to determine the then name and to determine the persons includable in such class, and make payment or distribution accordingly.

I. I suggest that all Trustees of all trusts herein created who are related to me shall serve without compensation but authorize payment of fees if any Trustee so requires or if Trustees so

determine.

J. The trust under SECTION V of this Instrument of Trust is intended to qualify as a marital deduction under the Federal Estate Tax laws and shall be interpreted, administered and distributed accordingly.

SECTION III

RIGHTS RESERVED TO GRANTOR DURING HIS LIFETIME

The Grantor may at any time, or times, during his lifetime, modify, alter, amend, withdraw assets from, or revoke this Instrument of Trust and all and/or any of the trusts hereby created, in whole or in part, by signing an instrument or instruments in writing so providing.

SECTION IV

PAYMENT OF INCOME DURING GRANTOR'S LIFETIME

During the lifetime of the Grantor, Trustee(s) shall pay to or expend for or deposit in the bank account of the Grantor, Albert M. Steiner, the entire net income of all trusts created or provided for in SECTIONS V and VI, in annual installments or oftener.

SECTION V

PROVISIONS APPLICABLE AFTER DEATH OF GRANTOR

Marital Deduction Trust. Upon the death of Grantor, Albert M. Steiner, and if and provided Grantor's wife, Ruth H. Steiner, is living thirty-one (31) days after Grantor's death, the trust estate described in Schedule "A" hereof, and any accumulated but undistributed income thereof and all subsequent additions by Will or otherwise to the trust under this SECTION V (also referred to as Marital Deduction Trust) shall be administered by Trustee(s) as follows:

1. Trustee(s) shall pay all the net income from said Trust in monthly or quarterly installments as may be determined by Trustee(s), to my wife, Ruth H. Steiner, as long as she shall live.

2. I do hereby grant unto my said wife, Ruth H. Steiner, alone and in all events, the power to appoint by her Last Will and

Testament or Codicil thereto the entire corpus and accrued and undistributed income of the said Marital Deduction Trust, free of said trust, to her estate, or to or in favor of any other person or persons, in such amounts or proportions and in such interests and estates as my said wife, Ruth H. Steiner, may determine in her absolute discretion. Said power and authority herein granted to my said wife, Ruth H. Steiner, to appoint the said entire trust estate, including additions thereto and accrued but undistributed income thereof, may be exercised by my said wife alone, and in all events as she, in her sole discretion, may determine by her Last Will and Testament or Codicil thereto. Such power may be exercised by my said wife if she is living thirty-one (31) days after my death, even though she dies before said Trustee(s) shall have received all the assets provided for said Marital Deduction Trust. Trustee(s) shall pay over and deliver all said Trust Estate in a manner and to the persons, including the estate of my said wife, as may be designated by her in the exercise of said power of appointment if so exercised by my said wife.

3. If, however, my said wife, Ruth H. Steiner, shall fail to exercise said power of appointment so granted to her, then, upon her death without so having exercised said power of appointment in whole or in part, the remaining assets held in said Trust Estate shall be distributed as follows:

24% of said assets to my son, Robert L. Steiner, if living, absolutely and in fee simple.

40% of said assets to Trust Number One under this Instrument of Trust.

16% of said assets to Trust Number Two under this Instrument of Trust if my son, Robert L. Steiner, is living, but 40% of said assets if he is not then living.

20% of said assets to Trust Number Three under this Instrument of Trust.

4. I also give and grant to my said wife, Ruth H. Steiner, during her lifetime, the special power to appoint to herself and to consume and invade such part of the principal of said Marital Deduction Trust, not in excess of one (1%) percent of the value

thereof in any one calendar year and determined as of the beginning of such calendar year (non-cumulative), but only for her support and maintenance and only to the extent necessary to maintain a standard of living for her substantially equivalent to her standard of living at the time of my death, including necessary medical, surgical and hospital care.

5. In case my wife is not living thirty-one (31) days after my death, or in case she elects not to take under my Will, all assets in the Marital Deduction Trust at the time of my death shall be added to Trust Number One, Two and Three hereunder and to the share given to my son, in the proportions set forth in SECTION VI A. hereof.

SECTION VI

TRUST NUMBER ONE, TRUST NUMBER TWO AND TRUST NUMBER THREE

A. Upon the death of Albert M. Steiner, the trust estate described in Schedule "B" hereof, and any accumulated undistributed income thereof and all additions thereto shall be allocated, held and administered by Trustee(s) as follows:

Twenty-four (24%) percent thereof shall be paid to Grantor's son, Robert L. Steiner, if he is then living, absolutely and in fee simple.

Forty (40%) percent thereof to Trust Number One under this Instrument of Trust.

Sixteen (16%) percent thereof to Trust Number Two under this Instrument of Trust, if said Robert L. Steiner is living at Grantor's death, but forty (40%) percent of the Trust Estate if said Robert L. Steiner has predeceased said Albert M. Steiner.

Twenty (20%) percent thereof to Trust Number Three under this Instrument of Trust.

Each of said respective Trusts Number One, Number Two and Number Three, including all additions to each respectively made by the Will of Grantor, and all other additions thereto, shall be managed, administered and distributed in accordance with the provisions hereafter provided for each of said trusts respectively.

B. TRUST NUMBER ONE:

1. The word "Trustee(s)" as used in regard to their exercise of discretionary powers under this Trust Number One shall

mean the Trustee(s) herein named acting without Robert L. Steiner, who shall not participate in the exercise of any discretionary powers as set forth in this Paragraph B in regard to Trust Number One for the benefit of Margery Steiner Wolf and others.

2. Trustee(s) shall distribute thirty-three and one-third ($33\frac{1}{3}\%$) percent of the net income of Trust Number One, or of the part thereof then remaining, quarterly or oftener as determined by Trustee(s), to or on behalf of my daughter, Margery Steiner Wolf, until her death.

3. Trustee(s) shall distribute the remaining sixty-six and two-thirds ($66\frac{2}{3}\%$) percent of the net income of Trust Number One, or of the part thereof then remaining, quarterly or oftener as determined by Trustee(s), to Margery Steiner Wolf and/or among any of the children and/or any of the grandchildren of Margery Steiner Wolf, in such amounts and to such of them and to the exclusion of other(s) of the foregoing persons, as Trustee(s), from time to time, in their absolute discretion, shall decide and determine, until the death of said Margery Steiner Wolf.

4. Margery Steiner Wolf shall have the limited powers to appoint by her Last Will and Testament, effective at her death, any part or all of the net income and/or principal of Trust Number One, or of the part thereof then remaining, but such power(s) of appointment may be exercised only in favor of the issue of Margery Steiner Wolf, and may be exercised in such amounts or portions to such issue and under such conditions as she may determine, provide further, that if said Margery Steiner Wolf shall have failed to exercise such power(s) in whole or in part, then in such event, after her death, the net income of Trust Number One, or the part then remaining as to which said power of appointment has not been so exercised, shall be distributed to or expended for the benefit of the respective children of Margery Steiner Wolf surviving her (including children of deceased children of Margery Steiner Wolf, per stirpes), quarterly or oftener, and share and share alike, until each child respectively reaches the age of thirty-five (35),

at which time the principal of the share from which income was distributed or expended for such child, shall be distributed to it.

5. Trustee(s) are further authorized to distribute principal up to but not in excess of Thirty-five Thousand (\$35,000.00) Dollars to each or any of Margery Steiner Wolf's children at any time or times and in such amount or amounts thereof as Trustee(s) in their absolute discretion shall determine, provided however, Trustee(s) shall not distribute a total of more than Thirty-five Thousand (\$35,000.00) Dollars of principal as authorized herein to any one such child.

6. Subject to the limitation hereinafter set forth, Margery Steiner Wolf shall have the power which may be exercised by her written request(s) to the Trustee(s) to require Trustee(s) to distribute to her principal of Trust Number One not to exceed two (2%) percent of the value of the entire Trust Number One assets then remaining at the time each respective annual written request is made, such distributions to be made within eight (8) months after each such request, provided however that this power shall be non-cumulative unless Trustee(s) otherwise consent. Trustee(s) also shall distribute assets, or cash, up to a total value of Twenty-five Thousand (\$25,000.00) Dollars from the principal of Trust Number One to my said daughter, Margery Steiner Wolf, provided she is living at my death, if my said daughter, Margery Steiner Wolf, so directs in writing after my death. Such direction(s) may be given by her to Trustee(s) from time to time for lesser amounts, but the total amounts paid to her pursuant thereto shall not exceed said maximum of Twenty-five Thousand (\$25,000.00) Dollars.

7. Margery Steiner Wolf's powers to request annual distributions of principal not to exceed two (2%) percent of the value of the entire Trust Number One, together with her powers to request distribution(s) of principal up to Twenty-five Thousand (\$25,000.00) Dollars shall both terminate after she has requested and received from this Trust Number One a total of One Hundred

Thousand (\$100,000.00) Dollars thereunder.

8. The value of the Trust assets for purposes of calculating the principal which Margery Steiner Wolf may require to be distributed to her, shall be determined as of the date of the receipt of Trustee(s) of the respective written request hereinabove referred to. Valuations made by Trustee(s) in good faith shall be final and conclusive.

9. Trustee(s) shall have the power and sole discretion to make any or all of such distributions wholly or partly in cash or in kind and to select the assets which shall constitute such distribution or distributions. Such assets, in Trustee(s)' sole discretion, may consist in whole or in part of income or non-income producing securities or property and securities or property which may or may not then be readily salable or marketable.

10. In case any beneficiary under this Trust Number One dies before reaching the age of thirty-five (35), Trustee(s) shall divide the principal of the share from which such beneficiary was receiving or was entitled to income into a number of parts and separate trusts equal to the number of children of such deceased beneficiary then living (including a share per stirpes for a child or children of such deceased beneficiary if such deceased child left issue surviving). Each child of the deceased beneficiary, including issue per stirpes, shall receive the net income of one of said parts until such child reaches the age of thirty-five (35) years, at which time it shall be paid one of said principal parts, provided, however, in the event such beneficiary leaves no surviving children the principal and any accumulated income of the share shall be distributed equally to the other shares then being held by Trustee(s) hereunder and to a beneficiary who has received full distribution of his/her share. Every Trust under this Trust Number One shall in any event terminate (if not previously terminated) and the Trust assets distributed not later than twenty (20) years after the death of the last survivor of my wife, Ruth H. Steiner, and of my three children,

Robert L. Steiner, Margery Steiner Wolf and Judith Steiner Kuehne, and any of the children of my said children living on the date of this Instrument of Trust, to the persons then entitled to the income of such Trust or the benefit of such income. Every interest not previously vested, shall vest on the day preceding such 20th anniversary in and shall be distributed to the persons then entitled to income from each respective trust and in the same proportions as they were receiving income or were entitled thereto.

11. If at the time for the payment of any net income and/or principal of Trust Number One, neither the said Margery Steiner Wolf nor any of her issue is living, any unappointed or undistributed principal and/or income in Trust Number One or the part then remaining shall be paid over and delivered as follows: fifty (50%) percent thereof to my son, Robert L. Steiner, if living, but if he is deceased, then said fifty (50%) percent shall be added to the Trust Estate of Trust Number Two, and fifty (50%) percent thereof shall be added to the Trust Estate for Trust Number Three.

C. TRUST NUMBER TWO

1. The net income of said Trust Number Two shall be distributed and paid over in quarterly installments by Trustee(s) to my son, Robert L. Steiner, during his lifetime, and, if his wife shall survive him, Trustee(s) are directed to pay all of the net income from said Trust Number Two to his wife during her lifetime.

2. Robert L. Steiner shall have the limited special power to appoint by his Last Will and Testament, effective at his death, any part or all of the principal of Trust Number Two, including any accrued but undistributed income therefrom, but such power of appointment may be exercised only in favor of Robert L. Steiner's wife and/or any or all of his children or grandchildren, subject, however, to the right of the wife of Robert L. Steiner to receive the net income of said Trust Number Two during her lifetime, if she survives him.

3. If, however, my said son, Robert L. Steiner, shall have failed to exercise such power of appointment, in whole or in part, then, after the death of the last survivor of said Robert L. Steiner and his wife, Trustee(s) shall distribute in equal shares, all of the principal and accrued but undistributed income of said Trust Number Two to Therese F. Steiner, Carl L. Steiner, Lorraine Barnet Steiner, Robert C. Steiner and to such other natural child or children of Robert L. Steiner who may hereafter be born, and to such other child or children who may be adopted by Robert L. Steiner. Provided, however, if at the time of the death of the last survivor of Robert L. Steiner and his wife, any of such children of Robert L. Steiner has not reached the age of thirty-five (35), the share allocated to such child shall be held by Trustee(s) until such child reaches the age of thirty-five (35), at which time such share shall be delivered to such child. If at the time of the death of the last survivor of Robert L. Steiner and his wife, any such child of Robert L. Steiner has not then attained the age of twenty-one (21) years, Trustee(s), in their discretion, may pay to, expend for, or accumulate the income from the share of such child until such child shall have attained the age of twenty-one (21), at which time the accumulated income, if any, from such child's share shall be paid over to such child, and Trustee(s) thereafter shall pay to such child, in quarterly installments or oftener, all the net income from the share of such child until such child shall have attained the age of thirty-five (35) years, at which time, as aforesaid, the principal and all accumulated and undistributed income shall be paid to each such child, respectively.

In case any beneficiary under this Trust Number Two dies before reaching the age of thirty-five (35), Trustee(s) shall divide the principal and any accumulated income of the share from which such beneficiary was receiving or was entitled to income into the number of parts and separate Trusts as equal to the number of children of such deceased beneficiary then living

(including a share, per stirpes, for a child or children of such deceased beneficiary if such deceased child left issue surviving) or in the event such beneficiary leaves no surviving children the principal and any accumulated income of the share shall be distributed equally to the other shares then being held by Trustee(s) hereunder and to a beneficiary who has received full distribution of his/her share. Each child of a deceased beneficiary, including issue per stirpes, shall receive the net income of one of said parts until each such child reaches the age of thirty-five (35) years, at which time it shall be paid one of said principal parts, subject to the other applicable provisions of this Trust.

Every Trust herein created shall in any event terminate (if not previously distributed), and the Trust assets distributed not later than twenty (20) years after the death of the last survivor of my wife, Ruth H. Steiner, and my three children, Robert L. Steiner, Margery Steiner Wolf, Judith Steiner Kuehne and any of the children of my said children living on the date of this Instrument of Trust, to the persons then entitled to the income of such Trust or the benefit of such income. Every interest not previously vested, shall vest on the day preceding such twentieth anniversary in and shall be distributed to the persons then entitled to income from each respective Trust and in the same proportions as they were receiving income or were entitled thereto.

4. If at the time for the payment of any net income and/or principal of any of the Trusts created under this Trust Number Two (i.e. this Section VI(C)), there is no person living who qualifies to receive any distributions of such, all unappointed and undistributed principal and/or income in such Trusts or the parts then remaining shall be paid over and delivered as follows: Fifty (50%) percent to Trust Number One and Fifty (50%) percent to Trust Number Three.

D. TRUST NUMBER THREE

1. Trustee(s) shall divide the assets allocated to

Trust Number Three into such number of equal shares as there are children of my daughter, Judith Steiner Kuehne, who are known by my Trustee(s) to be living at the time of my death, plus a share, per stirpes, for any known deceased child of my said daughter who left issue him or her surviving, each of said shares to be held as a separate Trust Estate. If, at the time of my death, any child or children of my daughter, Judith Steiner Kuehne, is then under the age of eighteen (18), Trustee(s), in their discretion, may pay to, expend for or accumulate the net income of the Trust Estate of such child until such time as such child shall attain the age of eighteen (18), at which time all of the accumulated net income, if any, of the Trust Estate for such child shall be paid over by Trustee(s) to such child. If, at the time of my death, any such child or children of said Judith Steiner Kuehne shall not have attained the age of thirty-five (35) years, but shall have attained the age of eighteen (18) years or more, and, as each child of my said daughter then under the age of eighteen (18) attains the age of eighteen (18), Trustee(s) shall pay to such child from the Trust Estate of such child all of the net income of said Trust Estate, in quarterly installments. As each such child of my daughter, Judith Steiner Kuehne, attains the age of thirty-five (35) years, the principal and all accrued and undistributed income of such Trust Estate shall be paid over and delivered, free of the Trust, to the child for whom such Trust Estate is then being held.

2. In case any beneficiary under this Trust Number Three dies before reaching the age of thirty-five (35), Trustee(s) shall divide the principal of the share from which such beneficiary was receiving or was entitled to income into such number of parts and separate trusts as equals the number of children of such deceased beneficiary then living (including a share, per stirpes, for a child or children of such deceased beneficiary if such deceased child left issue surviving). Each child of the deceased beneficiary, including issue per stirpes, shall receive the net

income of one of said parts at the time and in the manner provided in paragraph 1 of the Subsection D until such child reaches the age of thirty-five (35) years, at which time it shall be paid one of said principal parts.

3. In case any beneficiary under this Trust Number Three dies before reaching the age of thirty-five (35), leaving no children surviving, the share of such deceased beneficiary shall be added proportionately to the shares of the other children of my daughter, Judith Steiner Kuehne.

4. If assets are distributable to any of the foregoing Trust(s) at a time when such Trust(s) has/have been completely administered, distribution of such assets shall be made to the person or entity entitled thereto under the terms of the applicable Trust based on the facts existing at the time such assets become distributable.

5. If at the time for the payment of any net income and/or principal of any of the Trusts created under this Trust Number Three (i.e. this Section VI(D)) there is no person living who qualifies to receive such distribution(s), all unappointed or undistributed principal and/or income in such Trusts or the parts then remaining shall be paid over and delivered as follows: Fifty (50%) percent thereof to my son, Robert L. Steiner, if living, but if he is deceased then said Fifty (50%) percent shall be added to the Trust Estate of Trust Number Two and Fifty (50%) percent thereof shall be added to the Trust Estate for Trust Number One.

6. Every Trust under this Trust Number Three shall in any event terminate (if not previously terminated) and the Trust assets distributed not later than twenty (20) years after the death of the last survivor of my wife, Ruth H. Steiner, and of my three children, Robert L. Steiner, Margery Steiner Wolf and Judith Steiner Kuehne, and any of the children of my said children living on the date of this Instrument of Trust, to the persons then entitled to the income of such Trust or the benefit of such

income. Every interest not previously vested, shall vest on the day preceding such 20th anniversary in and shall be distributed to the persons then entitled to income from each respective trust and in the same proportions as they were receiving income or were entitled thereto.

SECTION VII

RESTRAINT OF ALIENATION

No income or principal payable to or held for any beneficiary under any trust under SECTION VI hereof shall be alienated, disposed of or in any manner encumbered while in the possession of the Trustee(s) otherwise than by the authorized action of the Trustee(s). If by reason of any act of any beneficiary or by operation of law or by the happening of any event or for any other reason, except by acts of the Trustee(s) authorized hereunder, any of such income or principal, except for this provision, should, or would cease to be enjoyed by such beneficiary, or if by reason of an attempt of such beneficiary to alienate, charge or encumber the same or by reason of the bankruptcy or insolvency of such beneficiary or because of any attachment, garnishment or other proceeding or any order, finding or judgment of any court, either in law or in equity, any income or principal except for this provision would vest in or be enjoyed by any other person, firm or corporation otherwise than for a beneficiary as provided herein, then the Trust herein expressed which furnishes such income and principal shall cease and determine as to such beneficiary, and all such income accruing during the life of such beneficiary, and any principal, subject however to the rights of all other beneficiaries as herein provided, shall be held according to Trustee(s) absolute discretion, but the Trustee(s) meanwhile may pay or expend for such beneficiary for the maintenance, support, comfort and education of such beneficiary or of any wife, husband, child or children of such beneficiary out of such income and principal thereof such sums and such sums only as in the Trustee(s)' absolute

discretion shall seem proper, using or retaining for the benefit of the beneficiaries hereunder whose interests are not affected, any portion not so expended. The provisions of this SECTION VII shall not apply to the Marital Deduction Trust.

IN WITNESS WHEREOF, the said Albert M. Steiner has hereunto set his hand on this 19th day of November, 1973.

Signed and acknowledged
in the presence of:

Henrietta Hicks
Conrad Magrath

Albert M. Steiner
Albert M. Steiner

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Be it Remembered, That on the 19th day of November, 1973, before me, the subscriber, a Notary Public in and for said county and state, personally came Albert M. Steiner, the Grantor in the foregoing Instrument of Trust as Amended and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

CONRAD MAGRISH
Notary Public, State of Ohio
My Commission Has No Expiration Date.
Ohio Revised Code, Sec. 147.03

Conrad Magrath
Notary Public

ACCEPTANCE BY TRUSTEE

I, the undersigned, being designated as Trustee under the foregoing Instrument of Trust as Amended, hereby accept the Trusts under said Instrument of Trust, this 19th day of November, 1973.

Albert M. Steiner
Albert M. Steiner, Trustee.

ACCEPTANCE BY SUCCESSOR TRUSTEES

We, the undersigned, being appointed as Successor Trustees as indicated below under the foregoing Instrument of Trust as Amended, hereby accept such appointment and agree to serve as Trustees thereunder commencing on the day of the death of Albert M. Steiner.

Ruth H. Steiner
Ruth H. Steiner, Successor Trustee

Robert L. Steiner
Robert L. Steiner, Successor Trustee

Philip Steiner
Philip Steiner, Successor Trustee

Dated: November 19, 1973

SCHEDULE A

Fifty (50) shares of Common Stock (voting of
Grandpa Brands Company, evidenced by Certificate
No. 12.

SCHEDULE B

Thirty-six (36) shares of Common Stock of General
Mills, Inc., evidenced by Certificate No. 430-26735.

AMENDMENT TO INSTRUMENT OF TRUST

12-24-77
died
WHEREAS, I, Albert M. Steiner, did on November 30, 1964 execute an Instrument of Trust, and under Section III of said Instrument of Trust I reserved the right at any time during my lifetime to amend said Instrument of Trust in whole or in part by signing an instrument in writing so providing, and in the exercise of said power I amended said Trust on November 3, 1968, and did further amend same on November 19, 1973; and

WHEREAS, I now desire to further amend same, as hereinafter set forth;

NOW THEREFORE, in the exercise of said powers so reserved me, I do hereby revoke paragraph 4 of Section V of said Trust Agreement as amended on November 19, 1973, and do substitute for said paragraph 4 of said Section V the following new paragraph which shall be deemed in all respects as part of the said Trust Agreement as if originally a part thereof.

Said new amended paragraph 4 of Section V is as follows:

"I also give and grant to my said wife, Ruth H. Steiner, during her lifetime, the special power to appoint to herself and to consume and invade such part of the principal of said Marital Deduction Trust, not in excess of 3% of the value thereof in any one calendar year, and determined as of the beginning of such calendar year (non-cumulative)."

Except as herein amended, I do hereby ratify, approve and confirm the said Instrument of Trust as same was amended and restated by me on November 19, 1973.

IN WITNESS WHEREOF, I, the said Albert M. Steiner, Grantor said Trust Agreement, have hereunto set my hand this 10th day of March, 1974.

Signed and acknowledged
in the presence of:

Kathryn J. Edel

Conrad Magrath

Albert M. Steiner
Albert M. Steiner

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Be it Remembered That on this 10th day of March, 1974, before me, the subscriber, a Notary Public in and for said count and state, personally came Albert M. Steiner, the Grantor in the Instrument of Trust, as amended, hereinbefore referred to, to me personally known to be the said person, and acknowledged the signing of the foregoing Instrument to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Conrad Magrath
Notary Public

CONRAD MAGRATH
Notary Public, State of Ohio
My Commission Expires September 1, 1975
Ohio Notary Public Seal 1974.3