

ADDENDUM TO SETTLEMENT AGREEMENT

This Addendum to that certain Settlement Agreement by and between The Board of Trumbull Township Trustees ("Township"), Trumbull Township Volunteer Fire Department, Inc. ("Corporation"), certain of Corporation's officers, directors, and trustees identified therein and hereinbelow ("Corporation's Officers"), and the State of Ohio ex. rel. James Petro, Ohio Attorney General ("Attorney General"), which Settlement Agreement has been executed prior to the date hereof by Corporation and Corporation's Officers ("Addendum") is entered into as this ___ day of December 2006, by and between all the parties to said Settlement Agreement.

RECITALS

WHEREAS, Corporation, Township, and the Attorney General by these presents intend to modify by addendum the Settlement Agreement, pursuant to Paragraph 11 thereof, but only to the extent as provided hereinafter; and

WHEREAS, Township contends that the terms of the Settlement Agreement, including without limitation the terms set forth in Paragraph 2 thereof, contemplate that Corporation and Corporation's Officers would prepare an inventory including among other information a thorough, complete, and accurate written inventory of all assets comprising tangible personal property now owned by Corporation and all such assets in which Corporation otherwise has any interest; and,

WHEREAS, Corporation and Corporation's Officers disagree with Township's position and have indicated they are unwilling to prepare such inventory; and,

WHEREAS, without acknowledging the validity of the position taken by Corporation and Corporation's Officers respecting their refusal to prepare such inventory, and in order to accommodate Corporation and Corporation's Officers by substantially reducing the amount of time necessary for those parties to create a thorough, complete, and accurate written inventory of all assets comprising tangible personal property now owned by Corporation and all such assets in which Corporation otherwise has any interest, other than motor vehicles for which titles exist and a description of all the books and records of Corporation, the parties desire to identify such assets for purposes of the Settlement Agreement and this Addendum by incorporating herein a video depicting all such assets ("Video"); and,

WHEREAS, the Video was created at the exclusive expense of Township but at the exclusive direction of and under the exclusive control of Corporation and Corporation's Officers; and,

WHEREAS, the parties desire to supplement Exhibit B to the Settlement Agreement by including as part thereof the Video.

NOW, THEREFORE, in consideration of the covenants, representations, warranties, and promises set forth herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

ADDENDUM

1. **Exhibit B to Settlement Agreement Includes Video:** The parties agree that the Video shall be supplemented to and become a part of Exhibit B to the Settlement Agreement as if fully incorporated therein prior to the execution thereof by any party.

2. **Additional Representations and Warranties of Corporation and Corporation's Officers:** With the intent to induce Township to enter into this Addendum to Settlement Agreement, while acknowledging that Township will be so induced and will rely on same, and without limiting the effect of any representations and warranties set forth in the Settlement Agreement, which representations and warranties are incorporated herein by this reference as if fully rewritten herein and restated on the effective date hereof, Corporation and Corporation's Officers hereby additionally represent and warrant that:

1. The Video accurately depicts an inventory of all tangible personal property, other than motor vehicles for which titles exist and a description of all the books and records of Corporation, owned by Corporation or in which Corporation has an interest.
2. Prior to the execution hereof, Corporation and Corporation's Officers have caused to be depicted on the Video all tangible personal property, other than motor vehicles for which titles exist and a description of all the books and records of Corporation, owned by Corporation or in which Corporation has an interest.
3. All tangible personal property, other than motor vehicles for which titles exist and a description of all the books and records of Corporation, owned by Corporation or in which Corporation has an interest is presently located at and shall remain, after execution hereof by Corporation and Corporation's Officers, at the premises known as 2443 State Route 534, Geneva, Ohio.
4. Corporation and Corporation's Officers have exercised an opportunity to review the Video in its entirety prior to their execution hereof, and to inspect the property depicted thereon.
5. Corporation and Corporation's Officers have had the opportunity to review this Agreement with counsel of their choice prior to execution hereof, and Corporation's Officers have availed themselves of such opportunity prior to the execution hereof.

3. **Entire Addendum:** This Addendum contains the entire modification to the Settlement Agreement and the terms hereof are all contractual and not a mere recital. All previous discussions or negotiations respecting the limited subject matter of this Addendum have been merged into this Addendum. No party to this Addendum has relied upon any oral or written representations, express or implied warranties, or agreements respecting the subject matter hereof that are not expressly contained in the body of this

Addendum. If any term or provision of this Addendum is held to be invalid, such ruling shall not affect the validity of the remainder of this Addendum.

4. **Duplicate Originals:** Twelve (12) originals of this Addendum shall be executed, each of which shall be deemed to be an original, but all of which shall be deemed to be one addendum.

5. **Authority:** The undersigned hereby represent, warrant and affirm that with respect to individuals who execute this Addendum, that they have executed this Addendum personally, and with respect to the Ohio Attorney General, the Corporation, and the Township, that they have executed this Addendum with full authority and intent to bind such party, and that the undersigned each hereby represent, warrant, and affirm that they have executed and delivered this Addendum with full capacity and intent to bind hereby.

6. **Headings:** The underlined headings contained in this Addendum are included only for convenience and reference and said headings shall not be used in construing this Agreement and shall have no binding effect upon the parties hereto.

7. **Defined Terms:** All defined terms as set forth in the Settlement Agreement and used herein shall have the same meaning as defined in the Settlement Agreement.

8. **No Modification of Settlement Agreement Except as Expressly Set Forth Herein:** Except as expressly set forth herein respecting the supplementation of Exhibit B to the Settlement Agreement, nothing herein is intended to nor shall it be construed to modify or limit any other terms of the Settlement Agreement, and all such other terms are hereby acknowledged to be effective and binding on the parties and incorporated herein by this reference as if fully rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Addendum to Settlement Agreement, all as of the day and year executed by Township's representatives.

Board of Trumbull Township Trustees

Ron M. Tamburrino
Ron M. Tamburrino, Chairman

12-21-06 10:15pm
Date

John J. McMahan *TR*
John J. McMahan, Trustee

12-21-06
Date

Jim Petro

Ohio Attorney General

BY: Michael Rzymek by CAC Phone Authorization

Michael Rzymek

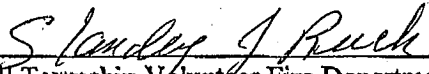
Senior Assistant Attorney General

Charitable Law Section

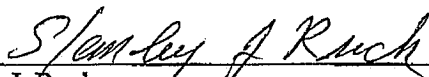
12/21/06

Date

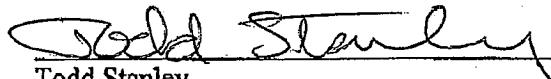
Trumbull Township Volunteer Fire Department, Inc.
Board Members



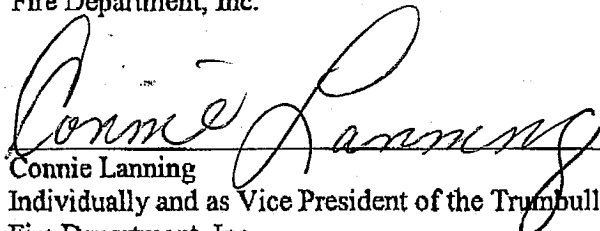
Trumbull Township Volunteer Fire Department, Inc.
By: Stanley Ruck
Its: Fire Chief



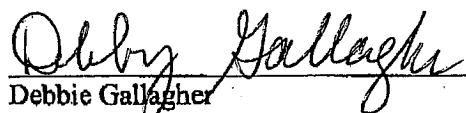
Stanley J. Ruck
Individually and as Chief of the Trumbull Township Volunteer
Fire Department, Inc.



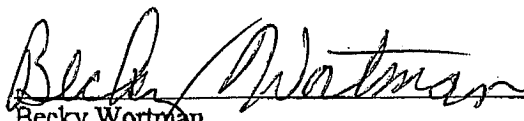
Todd Stanley
Individually and as President of the Trumbull Township Volunteer
Fire Department, Inc.



Connie Lanning
Individually and as Vice President of the Trumbull Township Volunteer
Fire Department, Inc.



Debbie Gallagher
Individually and as Secretary of the Trumbull Township Volunteer
Fire Department, Inc.



Becky Wortman
Individually and as Treasurer of the Trumbull Township Volunteer
Fire Department, Inc.

Jim Gallagher

Jim Gallagher

Individually and as Trustee of the Trumbull Township Volunteer
Fire Department, Inc.

Jim Warren

Jim Warren

Individually and as Trustee of the Trumbull Township Volunteer
Fire Department, Inc.