

IN THE COURT OF COMMON PLEAS  
ASHTABULA COUNTY, OHIO

TRUMBULL TOWNSHIP VOLUNTEER )  
FIRE DEPARTMENT, INC. )

Plaintiff, )

vs. )

BOARD OF TRUMBULL TOWNSHIP )  
TRUSTEES )

Defendant/Counterclaimant )

CASE NO.: 2006 CV 00487

JUDGE GARY L. YOST

JUDGMENT ENTRY

CAROL A. MEAD  
CLERK OF COURTS  
COMMON PLEAS COURT  
ASHTABULA CO. OH

2006 DEC 22 A 11: 03

FILED

The court finds that it has jurisdiction over the parties and the subject matter of this action.

The court further finds that on or about the \_\_\_ day of November, 2006 the parties and certain other persons entered into an agreement captioned Settlement Agreement and that the Settlement Agreement has been filed with the court on this date.

The court further finds that all the representations and warranties, and all other terms, conditions, and provisions of the Settlement Agreement are reasonable and enforceable.

The court further specifically finds, without intending to limit or otherwise qualify other findings made herein, that Section 2 of the Settlement Agreement contains a valid and enforceable stipulation by the parties that all assets now owned and previously owned by Plaintiff Trumbull Township Volunteer Fire Department, Inc. and all assets in which Plaintiff Trumbull Township Volunteer Fire Department, Inc. has or otherwise ever had any interest, including without limitation those assets identified in Exhibit B to the Settlement Agreement and all other tangible and intangible personal property of

Plaintiff Trumbull Township Volunteer Fire Department, Inc., comprise in part assets of a charitable trust recognized under Ohio Revised Code Sections 109.23 and 1716.01 et. seq. inuring to the exclusive benefit of the citizens of Trumbull Township by and through Defendant Board of Trumbull Township Trustees.

The court further finds that it is in the interest of justice to accept as a matter of fact the above-referenced stipulation of the parties, to enter an order confirming such stipulation, and to render a judgment based upon the stipulation and other terms, conditions, and provisions of the Settlement Agreement.

The court further finds it is the interests of justice for the parties to timely fulfill all the contractual obligations set forth in the Settlement Agreement, including without limitation the obligations set forth in Sections 5 and 9 thereof requiring Plaintiff Trumbull Township Volunteer Fire Department, Inc. to use its best efforts to execute, acknowledge, and deliver and cause to be executed, acknowledged, and delivered any and all documents as may be reasonably required to effectuate the intent of the parties to the Settlement Agreement, particularly such intent reflected in Section 2 of the Settlement Agreement respecting the transfer of possession to and the vesting of title of property in Defendant Board of Trumbull Township Trustees.

The court further finds that all the property that is the subject of this action and all assets of the charitable trust are presently located in Ohio.

The court further finds that Defendant Board of Trumbull Township Trustees is entitled to immediate and specific performance of the Settlement Agreement respecting the immediate possession of, and the transfer of interest and the vesting of title to the assets of the charitable trust.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that claims asserted by the parties in this action are hereby dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties to the Settlement Agreement shall timely perform all their respective obligations thereunder.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to Ohio Civil Rule 70, all legal and equitable title of Plaintiff Trumbull Township Volunteer Fire Department, Inc. in and to all assets of the charitable trust, including without limitation the tangible personal property and real property identified in Exhibit B to the Settlement Agreement, shall be, are hereby conveyed to, and shall immediately become exclusively vested in Defendant Board of Trumbull Township Trustees.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this judgment shall have the effect of a conveyance executed in due form of law by Plaintiff Trumbull Township Volunteer Fire Department, Inc. respecting all the assets of the charitable trust.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this judgment shall also have the effect of delivery of immediate possession of all the assets of the charitable trust to Defendant Board of Trumbull Township Trustees, in whose favor a writ of execution shall be issued upon application to the clerk.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all pending motions are hereby OVERRULED as moot.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Board of Trumbull Township trustees shall pay within ten days the reasonable fees and

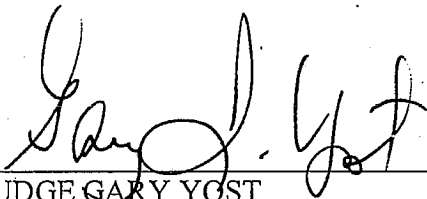
expenses incurred by the receiver appointed herein, Richard Bennett, not to exceed \$3,000.00.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the order entered herein appointing the receiver and the order entered herein granting preliminary injunctive relief to Defendant Board of Trumbull Township Trustees are hereby VACATED.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Board of Trumbull Township Trustees shall pay the court costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to the terms, conditions, and provisions of the Settlement Agreement, this court shall retain jurisdiction over all matters related to this action, including without limitation any post judgment proceedings respecting enforcement of the terms, conditions, and provisions of the Settlement Agreement.

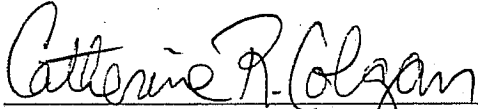
**IT IS SO ORDERED.**

  
\_\_\_\_\_  
JUDGE GARY YOST

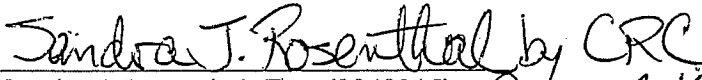
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APPROVED BY:

Thomas L. Sartini, Esq. (0001937)  
Prosecuting Attorney



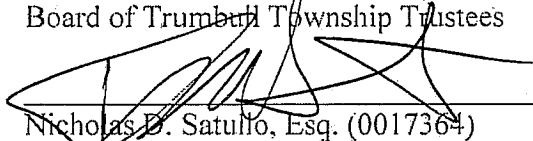
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*Phone Authorization*

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Board of Trumbull Township Trustees



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216-430-2125

Attorneys for Plaintiff  
Trumbull Township Volunteer Fire Department, Inc.

Jim Petro  
Attorney General

*Michael Rzymek by CRC*

Jason Patrick Small, Esq. (0080151)

Assistant Attorney General

Michael Rzymek, Esq. (0040826)

Senior Assistant Attorney General

Charitable Law Section

150 East Gay Street, 23<sup>rd</sup> Floor

Columbus, Ohio 43215-3130

*Phone Authorization*

Third-Party Defendant

**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that The Trumbull Township Volunteer Fire Department, Inc., a non-profit Ohio corporation, the GRANTOR, who claims title by or through instrument, recorded in Volume 617, Page 980, County Recorder's Office, for the consideration of Ten Dollars (\$10.00) and other valuable consideration received to its full satisfaction of the Board of Trumbull Township Trustees, the GRANTEE, whose tax mailing address is:

does Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors and assigns, the following described property:

Situated in the Township of Trumbull, County of Ashtabula and State of Ohio and known as being part of Original Trumbull Township Lot 35, Division No. 2, and bounded and described as follows:

Beginning in the center line of State Route No. 534 at the northeast corner of land conveyed to James W. LaMarch by deed dated July 23, 1963 and recorded in Volume 628, Page 383 of Ashtabula County Records; thence Northerly along the center line of State Route No. 534 a distance of 200 feet to point; thence Westerly parallel with the north line of land conveyed to James W. La Marsh by deed as aforesaid, a distance of 600 feet to a point; thence Southerly parallel with the center line of State Route 534, a distance of 200 feet to the north line of said lands of James W. LaMarsh 600 feet to the place of beginning and containing about 2.75 acres of land, be the same more or less but subject to all legal highways.

Being part of the same premises conveyed to Addison D. Rich by Certificate of Transfer recorded in Volume 645, page 547 of Ashtabula County Records.

**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever. And the said Grantor do for itself and its successors, executors, administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, the Grantor well seized of the above described premises, as good and indefeasible estates in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that

the same are free from all encumbrances whatsoever except easements and restrictions of record, if any, taxes and assessments, both general and special, not yet due and payable, an oil and gas lease to Sun Oil Company, recorded in volume 64, page 411 of Ashtabula County Records and zoning ordinances, if any affecting said premises, and that the Grantor will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as noted above.

The grantor covenants with the grantee, its heirs, assigns, and successors, that he is duly appointed, qualified, and acting in the fiduciary capacity described in such deed, and is duly authorized to make the conveyance of the granted premises, and that in all of his proceedings in the transfer thereof he has complied with the requirements of the statutes in such case provided.

And for valuable consideration, The Trumbull Township Volunteer Fire Department, Inc., the Grantor herein do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all its right and expectancy of dower in the above described premises.

In Witness Whereof, I have hereunto set my hand, the \_\_\_ day of December 2006.

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

Signed and acknowledged in the presence of:

[Signature]  
[Signature]

Sworn to before me and subscribed in my presence this 19th day of December 2006.

Sharon Throop  
NOTARY PUBLIC

This instrument prepared by:

Todd M. Jackett  
Attorney at Law

Sharon L. Throop, Notary Public  
State of Ohio  
My Commission Expires Nov. 4, 2008



## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as this \_\_\_\_ day of November 2006, 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 hereinbelow ("Corporation's Officers"), and the State of Ohio ex. rel. James Petro, Ohio Attorney General ("Attorney General").

### RECITALS

WHEREAS, Corporation purports to be an Ohio nonprofit corporation; and

WHEREAS, Corporation, Township, and the Attorney General are parties to litigation pending in the Ashtabula County Court of Common Pleas, Case No. 2006-CV-00487 ("Case"), wherein various claims, counterclaims, and defenses have been pled or could have been pled, including without limitation claims and defenses based on allegations by Township that Corporation and/or Corporation's Officers have committed conversion and waste of assets that in part form the res of a charitable trust that exists for the exclusive benefit of Township, that Corporation and/or Corporation's Officers have breached fiduciary duties owed to such trust resulting in their own personal gain and/or the gain of other third parties, that Corporation has denied Township access to and use of assets of such trust, and that Corporation has otherwise been unjustly enriched at the expense of Township, and claims and defenses based on allegations by Corporation that such a trust does not exist, that Township is not entitled to access to or use of Corporation's assets, that if such a trust exists no assets have been converted or wasted, and that there has been no breach of fiduciary duties by any person or entity respecting any such trust; and

WHEREAS, while expressly denying putative liability respecting any adverse party's claims that have been asserted or could have been asserted in the Case or otherwise, and, without ascribing any validity to any adverse party's defenses that have been asserted or could have been asserted in the Case or otherwise respecting any such claims; and

WHEREAS, the parties desire to avoid the vagaries and risks of pending or threatened litigation and to amicably resolve any disputes between them related to claims and defenses that have been asserted or could have been asserted in the Case or otherwise.

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:

## AGREEMENT

**1. Releases:** Corporation, for itself, its successors and assigns, releases Township and its current elected and appointed public officials, appointees, and employees, including without limitation its current Township Trustees, Fiscal Officer, and Fire Chief ("Township Employees"), and all other persons and entities, from liability for all known and unknown claims, including without limitation claims that have resulted or may result in Corporation's entitlement to any damages of any nature whatsoever, known or unknown, accrued or unaccrued, contingent or actual, or liquidated or unliquidated and/or Corporation's entitlement to equitable or other relief, including without limitation any entitlement to damages or other relief arising out of or related to any contract previously entered between Corporation and the Township, the existence of a charitable or other trust respecting assets in which Corporation owns and/or in which Corporation claims or ever claimed any interest ("Corporation's Assets"), or the lease referenced in Corporation's complaint filed in the Case, provided however that Corporation does not hereby release any person or entity other than Township Employees from claims respecting which Corporation and Corporation's Officers assume hereunder obligations to investigate and pursue pursuant to Section 5 of this Agreement.

Corporation's Officers for themselves and for all their respective heirs, executors, and assigns release Township and Township Employees, from liability for all known and unknown claims, including without limitation claims that have resulted or may result in entitlement of Corporation's Officers to any damages of any nature whatsoever, known or unknown, accrued or unaccrued, contingent or actual, or liquidated or unliquidated, and/or entitlement of Corporation's Officers to equitable or other relief, including without limitation any entitlement to damages or other relief arising out of or related to allegations or statements made in the Case or otherwise.

Township releases KeyBank National Association ("KeyBank"), Corporation, and Corporation's Officers from liability for all known and unknown claims that have resulted or may result in Township's entitlement to any damages of any nature whatsoever, known or unknown, accrued or unaccrued, contingent or actual, or liquidated or unliquidated, and/or Township's entitlement to equitable or other relief, including without limitation any entitlement to damages or other relief arising out of or related to allegations or statements made in the Case or otherwise, provided however, that to the extent Township obtains under this Agreement a direct or indirect benefit from or becomes vested in claims respecting which Corporation and Corporation's Officers assume hereunder obligations to investigate and pursue pursuant to Section 5 of this Agreement, Township does not hereby waive any such benefit from or release any such claims.

**2. Stipulation Respecting Existence of Charitable Trust for Exclusive Benefit of Township, Mutual Dismissal of Claims, Transfer of Charitable Trust Assets, and Continuing Jurisdiction of the Court:** The parties to the Case hereby stipulate to the existence of a charitable trust, under Ohio Revised Code Sections 109.23 and 1716.01 et seq., for the exclusive benefit of Township, respecting all assets now owned and

previously owned by Corporation and all assets in which Corporation otherwise has or otherwise ever had any interest, including without limitation real property and tangible and intangible personal property of any nature ("Charitable Trust"). The parties to the Case further Stipulate that the Court of Common Pleas of Ashtabula County has subject matter jurisdiction over all the Charitable Trust assets. The parties to the Case further stipulate to the mutual dismissal with prejudice of their claims asserted in the Case and to the entry and filing of the judgment entry attached hereto as Exhibit A immediately after execution of this Agreement ("Final Judgment Entry"), and that the court shall retain continuing jurisdiction over the Charitable Trust assets for purposes of enforcing the rights of the parties to this Agreement and any of its orders entered in the Case.

Subject to the limitations set forth herein, Corporation further agrees to transfer and assign to Township at the time of execution hereof and by these presents transfers and assigns to Township all Corporation's interest in and to the tangible personal property and real property described in Exhibit B, comprising in part the Charitable Trust assets. To the extent such transfer and assignment requires execution by Corporation and/or one or more of Corporation's Officers of an instrument conveying title (e.g. a certificate of title for a motor vehicle or a deed), Corporation and all Corporation's Officers shall cause all such instruments to be executed contemporaneously with the execution of this Agreement and shall deliver such executed instruments to counsel for Township. Any such conveyance instrument respecting an asset allegedly subject to a recorded lien shall provide that the asset being transferred and assigned pursuant thereto is being transferred and assigned subject only to valid recorded liens of record, provided nothing herein shall constitute an acknowledgment or admission by any party hereto that any such recorded lien or the associated debt is binding, valid, or enforceable. Upon execution hereof, Township shall have an immediate right to possession of all the property described in Exhibit B.

Subject to the limitations set forth herein, Corporation further agrees to transfer and assign to Township at the time of execution hereof and by these presents transfers and assigns to Township all Corporation's interest in and to all intangible personal property comprising in part the Charitable Trust assets.

**3. Additional Obligations of Township:** Except as otherwise provided herein, Township hereby agrees to defend and indemnify Corporation and Corporation's Officers for claims asserted against Corporation or Corporation's Officers seeking payment of those debts scheduled on Exhibit C hereto, provided that Township's indemnity obligation for any such scheduled debt does not exceed the value negotiated by Township to satisfy each such scheduled debt, as reflected in Exhibit C and in release documents attached as the appendix to Exhibit C and as Exhibit D("Indemnity Value"). The Indemnity Value of each debt scheduled on Exhibit C, if any, shall be paid by Township by depositing into escrow with the Ashtabula County Prosecutor or Sandra J. Rosenthal, its counsel, at the time of execution hereof an amount equal to the sum of all Indemnity Values, with instructions to immediately pay and satisfy such debts.

To the extent no Indemnity Value is ascribed in Schedule C respecting any such debt, Township hereby agrees to defend and indemnify Corporation and Corporation's Officers for claims asserted against Corporation or Corporation's Officers seeking payment of such debt and the enforcement of any right under any security interest alleged to exist with respect thereto arising out of a recorded lien, provided nothing herein shall constitute an acknowledgment or admission by any party hereto that any such recorded lien or the associated debt is binding, valid, or enforceable.

To the broadest extent permitted under the law, Township shall use best efforts to cooperate with Corporation, Corporation's Officers, and third parties respecting the establishment of a new nonprofit corporation to be called Trumbull Township Fire and Rescue Auxiliary.

Subject to any limitations imposed by law, Township shall designate as publicly accessible a reasonable portion of the buildings presently owned and used by Corporation as a fire station ("Public Meeting Area"). Township shall make the Public Meeting Area available for use by Corporation, other nonprofit corporations, and the public, under commercially reasonable terms to be established by Township in its sole discretion.

Township agrees to accept all tangible personal property and real property transferred and assigned by Corporation in its present AS IS condition.

Township shall use best efforts to devote Charitable Trust assets directly or indirectly to provide fire protection and other services to residents of Trumbull Township.

Township shall afford any past or current member of Corporation an opportunity to join Trumbull Township Fire and Rescue, provided such member meets statutory, regulatory, and commercially reasonable requirements for serving as a member of that fire department.

Township shall be exclusively responsible for repairing and maintaining the Charitable Trust assets upon transfer thereof.

Provided Corporation and Corporation's Officers promptly comply with their respective obligations hereunder, Township shall recommend to the Ashtabula County Prosecutor and Ohio Attorney General that no further proceedings in quo warranta be instituted against Corporation.

Township shall use best efforts to cooperate with Corporation and Corporation's Officers respecting any claim Corporation and Corporation's Officers undertake to pursue against any person or entity, as provided hereunder, that may ultimately inure to Township's benefit.

**4. Representations and Warranties of Corporation and Corporation's Officers:**

With the intent to induce Township to enter into this Agreement, and acknowledging that

Township will be so induced and will rely on same, Corporation and Corporation's Officers hereby represent and warrant that:

1. Attached hereto as Exhibit B is a complete inventory of all tangible personal property and real property owned by Corporation or in which Corporation has an interest.
2. Prior to the execution hereof, neither Corporation nor Corporation's Officers have sold or transferred any interest in any personal property of Corporation to any person or entity without adequate consideration.
3. Without acknowledging the validity of any such debt, all debts of Corporation are identified in Exhibit C and the debt amounts identified therein are truthful and accurate, provided that no representation or warranty is made respecting Indemnity Values ascribed by Township.
4. Corporation and Corporation's Officers have delivered to Township all Corporation's business records of any nature, and all other records, including without limitation historical Emergency Medical Service Run records and Fire Run records.
5. No such business or other records remain in the care, custody or control of Corporation's Officers, members, or third parties, except those records produced by KeyBank and Corporation's accountants in the Case and except those records presently in the care, custody, or control of Corporation's counsel, all of which records shall be immediately transferred to Township within three (3) days after execution of this Agreement.
6. Corporation and Corporation's Officers have disclosed in writing to Township, and have produced all business records reflecting, every sale or transfer of any interest in any personal property or real property of Corporation, except for any records respecting any such sale or transfer that are actually reflected in documents attached to pleadings filed in the Case prior to the November 17, 2006.
7. Corporation and Corporation's Officers possess a present intent to use best efforts to investigate and pursue any claims against all persons and entities that are not released hereunder or in the releases respecting KeyBank referenced in Section 5 hereinbelow.
8. 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.
9. Corporation and Corporation's Officers are aware of no facts or circumstances that would reasonably interfere with their duty to fulfill their respective obligations hereunder, and the existence of this Agreement will not interfere therewith.
10. Other than those matters identified in reports prepared by John Patfield and Dave Rickey, and submitted by Township in the Case, Corporation and Corporation's Officers are aware of no facts or circumstances supporting the proposition that there exists any damage, latent or patent defects, or any

maintenance issue respecting the tangible personal property and real property comprising in part the Charitable Trust assets.

11. All Corporation's assets, including without limitation its books and records, are within Ohio.
12. Other than facts forming the underlying basis of the debts identified in Exhibit C and the facts expressly alleged in claims asserted against Corporation in the Case, Corporation and Corporation's Officers have no knowledge of any facts supporting the existence of any other debts or claims against Corporation, and further have no knowledge that any other debt or claim has been asserted against Corporation.

**5. Additional Obligations of Corporation and Corporation's Officers:** Corporation and Corporation's Officers shall use their best efforts to investigate any and all potential claims against all persons and entities, except claims released hereunder or in releases respecting KeyBank as set forth hereinbelow, provided any such claim would reasonably inure to the benefit of Corporation and/or may otherwise enhance the value of Charitable Trust assets, to identify all such claims on or before December 31, 2007, and to report in writing to Township and the Ashtabula County Prosecutor all facts supporting such claims, or the lack thereof, prior to December 31, 2007. To the extent any such claim results in a net recovery of damages or personal property, 50% of the net proceeds respecting any such claim shall be for the benefit of Township to use exclusively for fire protection for the benefit of Trumbull Township residents and 50% of such net proceeds shall be for the benefit of Corporation or its assignee to donate to the Trumbull Township Fire and Rescue Auxiliary for use exclusively for fire protection for the benefit of Trumbull Township residents.

Corporation and Corporation's Officers stipulate to the invalidity of, and agree to immediately withdraw, vacate, or eliminate by further amendment, Corporation's Amended Articles of Incorporation recorded in March 2006, so that Corporation's sole corporate purpose prospectively is to raise funds for the exclusive benefit of enhancing fire protection for Trumbull Township residents.

To the broadest extent permitted under the law, Corporation shall use best efforts to cooperate with Township and third parties respecting the establishment of a new nonprofit corporation to be called Trumbull Township Fire and Rescue Auxiliary.

Corporation and Corporation's Officers shall execute contemporaneously herewith mutual releases with KeyBank in the forms attached hereto as Exhibit D.

**6. Mutual Nondisparagement:** The parties shall refrain from disparaging each other. Nothing herein shall prevent Township from complying with Ohio's Public Records Act or other laws.

**7. Denial of Liability:** The parties agree that neither the existence of this Agreement nor any actions taken or obligations assumed hereunder are intended as, nor are they to be construed as, an admission on the part of any party that any party is liable to the other,

or acted or failed to act properly regarding any matter contemplated by this Agreement, or any money, property, consideration or other thing of value was or is, in fact, owed to any other party or any person or entity that is not a party hereto, and all the parties expressly and specifically deny all such liability and wrongdoing.

**8. Dispute Resolution:** In the event any dispute arises on or after the entry of the Final Judgment Entry respecting any right or obligation created by this Agreement, any performance due hereunder, the validity and/or enforceability of this Agreement and/or the meaning of any term used herein, the parties shall resolve all such disputes exclusively through mediation through the Ashtabula County Joint Mediation Office, and if unsuccessful there, at a bench trial before the Ashtabula County Court of Common Pleas. The parties consent to the exercise of personal jurisdiction in such court and hereby waive any and all objections and defenses to such personal jurisdiction regardless of whether such objection or defense is based upon the venue, Ohio's long-arm statute, the parties' respective residence or principal place of business and/or contacts with Ohio, the convenience of the witnesses and/or the parties, the inconvenience of the forum, or otherwise.

**9. Execution of Documents:** The parties hereto shall, for no additional consideration, use their best efforts to perform all such other actions and execute, acknowledge, and deliver and cause to be executed, acknowledged, and delivered such other documents as may reasonably be required to effectuate the intent of the parties hereto, as reflected in this Agreement.

**10. Binding Agreement:** This Agreement shall be binding upon the parties hereto and all their respective successors, heirs, executors, and assigns. No party may assign or attempt to assign any rights hereunder to any third person or entity without prior written consent of the non-assigning parties.

**11. Modification:** This Agreement may not be altered, amended, modified, or rescinded in any way except by written instrument duly executed by all of the parties hereto.

**12. Entire Agreement:** This Agreement contains the entire agreement between the parties hereto and the terms hereof are all contractual and not a mere recital. All previous discussions or negotiations have been merged into this Agreement. No party to this Agreement 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 Agreement. If any term or provision is held to be invalid, such ruling shall not affect the validity of the remainder of this Agreement.

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

**14. Authority:** The undersigned hereby represent, warrant and affirm that with respect to individuals who execute this Agreement, that they have executed this Agreement

personally, and with respect to the Ohio Attorney General, the Corporation, and the Township, that they have executed this Agreement 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 Agreement with full capacity and intent to bind hereby.

**15. Headings:** The underlined headings contained in this Agreement 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, all as of the day and year first above written.

Board of Trumbull Township Trustees

*Ron M. Tamburrino*  
*12-21-06 10:15 pm*  
Ron M. Tamburrino, Chairman

\_\_\_\_\_  
Date

*John T. McMahan*  
John T. McMahan, Trustee

*12-21-06*  
\_\_\_\_\_  
Date

Trumbull Township Volunteer Fire Department, Inc.

By: *Stanley J. Ruck*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Stanley J. Ruck*  
Stanley J. Ruck

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

\_\_\_\_\_  
Date



Todd Stanley

**Todd Stanley**

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

Date

Connie Lanning

**Connie Lanning**

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

Date

Debbie Gallagher

**Debbie Gallagher**

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

Date

Becky Wortman

**Becky Wortman**

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

Date

Jim Gallagher

**Jim Gallagher**

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

12-12-06

Date

*James Warren*

**Jim Warren**

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

\_\_\_\_\_  
Date

**Jim Petro**

Ohio Attorney General

BY: *Michael Rzymek by CRC*

Michael Rzymek

Senior Assistant Attorney General

Charitable Law Section

*Phone Authorization*

*12/21/06*  
\_\_\_\_\_  
Date