

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into, by and among Baldwin-Wallace University, Friendship Animal Protective League, The Salvation Army, Board of Trustees of the Amherst Public Library, Community Congregational United Church of Christ, Alzheimer’s Disease and Related Disorders Association, Inc., Girl Scouts of North East Ohio, Echoing Hills Village, Inc., American Lung Association, Linwood Council of Christian Life, Community Foundation of Lorain County, Clearview Local School District Board of Education, and Board of Education of the Amherst Exempted Village School District, (collectively the “Counterclaiming Charities”), The Valerie Gerstenberger Trust Agreement (“Trust”) and its Trustee, The Huntington National Bank (“Trustee”), Huntington Bancshares, Inc. and The Huntington National Bank on its own behalfs (jointly “Huntington”), Amherst Heritage House (“Heritage”), and the Lorain County Historical Society (“Historical Society”). The Counterclaiming Charities, Trust, Trustee, Huntington, Heritage, and the Historical Society are singularly referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the Trust designates that its purpose is to operate and maintain the house located at 439 Shupe Avenue, Amherst, Ohio, and its contents in order to create an educational and historical gathering place which depicts the Amherst local heritage and further designates Heritage as the operator of the house;

WHEREAS, the Trust also designates the Counterclaiming Charities, as well as Amherst Workshop Players, Inc., Hiram College, Erie Shores Humane Society, MADD Mothers Against Drunk Driving, and Senior Citizens of Amherst (collectively “Named Charities”) as current or potential beneficiaries of the Trust;

WHEREAS, in 2020, the Trustee filed a Complaint in the Lorain County Probate Court (the “Court”) in a case captioned Huntington Bancshares Inc, dba The Huntington National Bank v. Amherst Heritage House, et al., Case No. 2020 PC 00002, which identified the Named Charities, Heritage, and the Historical Society as Defendants or interested parties (“Lawsuit”);

WHEREAS, the Lawsuit sought to modify the Trust to improve its tax structure and other changes;

WHEREAS, the Counterclaiming Charities appeared in the Lawsuit and objected to the relief requested by Huntington and filed Counterclaims against Huntington claiming wrongful conduct by Huntington in its capacity as the Trustee;

WHEREAS, all parties named in the Lawsuit had an opportunity to be heard with respect to the issues that were or could have been raised in the Lawsuit;

WHEREAS, Huntington, the Trust and the Trustee denied any and all wrongdoing;

WHEREAS, in order to avoid the further expenditure of time, money and other resources, the Parties desire to fully resolve this matter, along with any and all claims, demands, charges, damages, causes of action and disputes that have arisen or might have arisen between the Parties

regarding modifying or terminating the Trust, the Trust, and/or any action or inactions of Huntington in its capacity as the Trustee; and

WHEREAS, the Parties believe it best serves the dual purposes of the Trust and is in the best interests of all beneficiaries of the Trust to modify the Trust, including to divide it into two trusts, one of which shall be devoted to the House Purpose and the other of which shall be for the benefit of the Named Charities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are confirmed by the Parties as true and correct and are incorporated herein by reference. The recitals are a substantive and contractual part of this Agreement.

2. Modification of the Trust. The Counterclaiming Charities, Heritage, the Historical Society and the Trustee agree to collectively move the Court to modify the Trust and approve the Restated Valerie Gerstenberger Trust Agreement as attached hereto as Exhibit 1 (“Restated Trust”) and to enter the proposed Judgment Entry attached hereto as Exhibit 2 (“Order”). This Agreement is conditioned upon the Court’s approval of the Restated Trust, entry of the Order, and the Order becoming a final non-appealable judgment of the Court (“Final Judgment”). Should the Order not be entered or not become a Final Judgment, this Agreement is null and void.

3. Charitable Contribution. Upon the later to occur of 30 days after the execution of this Agreement by all Parties or 30 days after the Final Judgment, Huntington will make charitable contributions to the Counterclaiming Charities in the aggregate amount of \$65,000, as delineated on Exhibit 3 attached hereto (“Charitable Contribution”). Each individual Counterclaiming Charity is entitled to receive its respective Charitable Contribution only after Huntington’s receipt of the following from that Counterclaiming Charity: (a) the correct entity name to whom the check should be made payable; (b) the person to whom and address to which the check should be sent; and (c) written confirmation that upon receipt of the Charitable Contribution that Counterclaiming Charity will provide to Huntington a receipt sufficient to demonstrate that a tax-deductible charitable donation was made in the specified amount. The information to be provided to Huntington by the Counterclaiming Charities pursuant to this Paragraph 3 shall be provided by email addressed to Kerin Lyn Kaminski at KKaminski@Perez-Morris.com.

4. Dismissal of Huntington, the Trust and Trustee: Within 5 days of the entry of the Order required by Paragraph 2, the Counterclaiming Charities and Huntington will jointly request entry by the Court in the Lawsuit of the Order of Dismissal in the form attached hereto and incorporated herein as Exhibit 4. Within 10 days after the Final Judgment, the Counterclaiming Charities and Huntington will file with the Court a substituted Judgment Entry in the form attached hereto and incorporated herein as Exhibit 5.

5. Tax Treatment. The Parties make no representations or warranties to any other Party with respect to the tax consequences of this Agreement, or any action taken, or payment made pursuant to this Agreement. The Parties agree and understand that each Party is solely responsible for the payment, if any, of all local, state, and/or federal taxes arising from the payments or actions taken pursuant to the terms to this Agreement, including, but not limited to, any interest, penalties, or assessments.

6. Legal Consultation; Voluntary Act. This Agreement is executed voluntarily and without any duress or undue influence on the part of any of the Parties. The Parties represent and agree that they have thoroughly discussed all aspects of this Agreement with their respective attorneys, that the Agreement is written in a manner that they understand, that in exchange for entering into this Agreement they are receiving consideration of value to which they are not already entitled, and that they understand the rights they are releasing and waiving by executing this Agreement. The Parties further represent and agree that they are not relying on any promise, representation, or statement of any other Party or its respective agents, employees, trustees, officers, directors, accountants, or attorneys, nor on any promises, conditions, terms, statements, or representations not expressly contained herein.

7. Release of Huntington, the Trust, and the Trustee. The Counterclaiming Charities, Heritage, and the Historical Society each hereby knowingly and voluntarily release and discharge Huntington, the Trust, and the Trustee and their respective successors, predecessors, assigns, joint venturers, partners, current and former employees, agents, servants, representatives, insurers, officers, directors, administrators, officials, attorneys, associates, subsidiaries, parent companies, affiliates and related entities, and trustees (collectively "Huntington Released Parties") from any and all charges, claims, demands, damages, lawsuits, actions or causes of action, of any kind or description whatsoever, at law or equity or otherwise, whether now known or unknown, suspected or unsuspected and whether or not concealed or hidden, which have existed or may have existed, or which do exist, which the Counterclaiming Charities, Heritage, and/or the Historical Society now has, or has had against the Huntington Released Parties, from the beginning of time to the date of this Agreement, which in any way arise from, relate to, concern or involve, any of the claims that were or could have been made in the Lawsuit, the Trust, any actions or inactions related to the Trust, the Trust assets, tax issues related to the Trust, and all actions or failure to the act of the Trustee ("Released Matters"). The Released Matters as defined herein do not include any claims of any nature whatsoever between or among the Parties which may arise from the obligations and duties set forth in the Restated Trust after the Final Judgment.

8. Release by The Huntington Released Parties. The Huntington Released Parties hereby release and forever discharge the Counterclaiming Charities, Heritage, and the Historical Society and their respective successors, predecessors, assigns, joint venturers, partners, current and former employees, agents, servants, representatives, insurers, officers, directors, administrators, officials, attorneys, associates, subsidiaries, parent companies, affiliates and related entities, and trustees from the Released Matters.

9. Enforcement of this Agreement. Nothing in this Agreement shall release or waive any right of any of the Parties to bring a claim or action to enforce this Agreement or the Restated Trust, to recover any legal or equitable relief for the breach of this Agreement or the Restated Trust,

or to enforce any obligation arising from any banking or other relationship with Huntington which does not relate to the Trust.

10. Release of Unknown Claims. The Parties agree that should they hereafter discover facts or law different from, or in addition to, those now known or believed to be true with respect to the subject matter of this Agreement, the Lawsuit, the Restated Trust or the Released Matters, this Agreement shall remain in effect in all respects notwithstanding such different or additional facts or changes in applicable law.

11. Confidentiality. The Parties agree that, unless provided otherwise in this Paragraph, the negotiations leading up to and the terms of this Agreement are confidential. The Parties agree not to disclose: (1) any statement made during negotiations or (2) the terms of this Agreement to any person except to the Parties' respective attorneys, tax advisors or accountants, insurers, and/or regulators, as may be necessary for the preparation of financial statements, regulatory disclosures, tax returns, pursuant to sunshine laws (e.g., Ohio open meeting and public records laws), or as may be required by law or by valid order of court. If any of the Parties receive an inquiry about this Agreement or the resolution of the Lawsuit, they shall respond only that "the matter has been resolved." Disclosure of the information required to file and have the Joint Motion to Approve Trust Modification approved by the Court as set forth in Paragraph 2 above shall not be a breach of this Paragraph, but to the best of the Parties' ability no mention of the Charitable Contribution shall be made during the proceedings on said Motion. It shall not be a breach of this Agreement for any Party who is a public entity ("Public Entity") to fulfill any requirements under the Open Meetings and Public Records Acts of the State of Ohio ("Ohio Acts") or for the elected officials that constitute the legislative authority of any Public Entity to exercise any required duty to deliberate regarding this Agreement in an open meeting. Disclosure as required by Ohio Acts will be limited to those disclosures as required by law and does not allow for any additional disclosure not required by law or waive application of this Paragraph to any disclosures not required by the Ohio Acts.

12. Costs and Expenses. The Parties will bear their own attorney's fees and court costs except as set forth in the Restated Trust or the Order.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by all Parties.

14. No Assignment. The Parties warrant that they have not assigned or transferred to any other person or entity, whether voluntarily, involuntarily or by operation of law, all or any portion of any claim or potential claim related in any manner to the subject matter of this Agreement and any of the claims released herein.

15. No Admission or Evidence. This Agreement and any negotiations or proceedings connected with it shall not, in any way, be construed as an admission by the Parties of any wrongdoing of any type or kind whatsoever or of any liability to any person or entity, and any such wrongdoing of any kind is hereby specifically denied. This Agreement is not evidence and cannot be used as evidence of any violation or failure to comply with any law, statute, or other legal requirement.

16. Binding. This Agreement shall be binding upon the Parties hereto, their agents, successors, and assigns.

17. Ohio Law. This Agreement is made and entered into in the State of Ohio, and shall in all respects be interpreted, enforced, and governed under the laws of the State of Ohio.

18. Interpretation. Any ambiguities in this Agreement shall not be construed against any Party because all Parties have participated in the drafting and review of this Agreement.

19. Completeness. The terms set forth herein are intended by the Parties as a final expression of their agreements and may not be contradicted by evidence of any prior agreement or communication, whether oral or written, or by any contemporaneous oral agreement. The Parties also intend this Agreement to be a complete and exclusive statement of the terms of their agreement that may not be explained or supplemented by evidence of inconsistent additional terms.

20. Amendments. Any amendment, modification, or waiver of any provision of this Agreement, or the termination hereof, is valid only if in a writing signed by all Parties.

21. Severability. Should any clause, sentence, paragraph, or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate, or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument as and when signed by each of the undersigned. A copy of a Party's signature on this Agreement shall be acceptable in any action against that Party to enforce this Agreement. Facsimile or electronic copies of this Agreement shall be deemed for all purposes to have the same force and effect as the original hereof.

23. Jurisdiction to Enforce. The parties agree that the Probate Court of Lorain County retains jurisdiction to enforce this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as their free act and deed on the first day set forth below.

[signatures on separate pages]

Baldwin-Wallace University

By: _____

Its: _____

Date: _____

Friendship Animal Protective League

By: _____

Its: _____

Date: _____

The Salvation Army

By: _____

Its: _____

Date: _____

**Board of Trustees of the Amherst
Public Library**

By: _____

Its: _____

Date: _____

**Community Congregational United
Church of Christ**

By: _____

Its: _____

Date: _____

**Alzheimer's Disease & Related
Disorders Association, Inc.**

By: _____

Its: _____

Date: _____

Girl Scouts of North East Ohio

By: _____

Its: _____

Date: _____

Echoing Hill Village, Inc.

By: _____

Its: _____

Date: _____

American Lung Association

By: _____

Its: _____

Date: _____

Linwood Council of Christian Life

By: _____

Its: _____

Date: _____

Community Foundation of Lorain County

By: _____

Its: _____

Date: _____

**Clearview Local School District
Board of Education**

By: _____

Its: _____

Date: _____

**Board of Education of the Amherst
Exempted Village School District**

By: _____

Its: _____

Date: _____

**The Valerie Gerstenberger Trust, by
The Huntington National Bank,
Its Trustee**

By: _____

Its: _____

Date: _____

Huntington Bancshares, Inc.

By: _____

Its: _____

Date: _____

The Huntington National Bank

By: _____

Its: _____

Date: _____

[signature page 3 of 3 of Settlement Agreement and Release]

Amherst Heritage House

Lorain County Historical Society

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

RESTATED VALERIE GERSTENBERGER TRUST AGREEMENT

The Valerie Gerstenberger Trust is hereby Restated by Order of the Lorain County Probate Court to provide as follows:

WITNESSETH:

Whereas, Valerie Gerstenberger, fka E. Valerie Jenkins, as Donor (“Valerie”), and FirstMerit Bank, N.A., fka Premier Bank & Trust, Elvria, Ohio, as Trustee, entered into a Trust Agreement on October 27, 1994; and

Whereas, by written instruments, signed by Valerie and the Trustee, said Trust Agreement was amended on August 24, 1999, and October 27, 2003, and December 29, 2003 (hereinafter the “Trust”); and

Whereas, Valerie passed away on December 25, 2017, which thereby rendered certain provisions in said Trust moot or otherwise of no further effect; and

Whereas, The Huntington National Bank (“Huntington”) is the corporate successor to FirstMerit Bank, N.A., and as such has become the Trustee under the Trust; and

Whereas, by Judgment Entry in Case No. 2020-PC-00002 (“the Litigation”), the Probate Court of Lorain County, Ohio, pursuant to the Ohio Revised Code, determined that said Trust should be modified in order to further its alternative charitable purposes, and therefore adopted this Restated Trust Agreement, which shall become effective after the expiration of the time for appeal of that final Judgment Entry approving and adopting this Restated Trust, or, in the event that an appeal is taken of such final Judgment Entry, after the final resolution of that appeal (the “Effective Date”).

Now Therefore, the Trust is hereby restated as provided herein, and all assets held pursuant to and subject to said Trust, together with any property hereafter acquired by the Trustee shall be held, managed, and controlled by said Trustee exclusively for the uses and purposes herein set forth.

**ARTICLE I
RIGHTS RESERVED BY DONOR**

[Removed as Moot.]

**ARTICLE II
DISPOSITION DURING DONOR'S LIFETIME**

[Removed as Moot.]

ARTICLE III
DUTIES OF TRUSTEE UPON DONOR'S DEATH

1. The Trustee shall collect any and all monies due and payable to the Trust and shall hold said funds in accordance with the terms of the Trust.

2. The Trustee shall hold the entire Trust and shall administer and distribute the same in the manner as hereinafter set forth in Article IV of this Restated Trust Agreement.

ARTICLE IV
TRUST ESTATE UPON DONOR'S DEATH

1. Upon Valerie's death, her house located at 439 Shupe Avenue, Amherst, Ohio (the "House") and the balance of her distributable estate shall be held in the Trust with the Trust being a charitable trust, with Huntington as Trustee. The Trustee shall receive, hold, invest, manage, and control the assets of the Trust and shall collect the income therefrom. Upon the Effective Date, the Trust shall be divided into two separate trusts known as the House Trust and the Charities Trust. Each shall be administered by the Trustee as set forth herein.

2. The House Trust

A. Upon the Effective Date, the Trustee shall distribute to the House Trust the House, all its contents, and all assets held by the Trustee other than the funds in the Money Market Account as defined below in subparagraph 3.A. The Trustee shall receive, hold, invest, manage, and control the assets of the House Trust and shall collect the income therefrom. The Trustee shall pay annually from the assets of the House Trust the expenses to operate and maintain the House and its contents, in order to create an educational and historical gathering place which depicts Amherst local heritage from 1870 to the present by providing a close-up look of the life and times of a middle-class Amherst family (the "Purpose").

B. It is the expectation that Lorain County Historical Society as the successor to Amherst Heritage House ("the Historical Society"), will develop, organize, and facilitate the educational and historical activities at the House consistent with the Purpose. Therefore, the Trustee shall permit the Historical Society access to the House so that it may perform the duties required to accomplish the Purpose.

C. In acting to fulfill the Purpose, the Trustee shall pay the regular operating expenses of the House, including but not limited to repairs, taxes, insurance and utilities, and shall pay expenses for capital repairs and capital improvements to maintain the House and its contents on an ongoing basis to keep the physical condition of the House as close as possible to its present physical condition. The Purpose will be achieved if there is utmost cooperation between the Trustee and the Historical Society. Therefore, the Trustee should confer with the Historical Society to determine if any maintenance or repair work is needed and for recommendations for the engagement of third parties to perform such work. The Trustee may

consider recommendations of the Historical Society regarding expenses to operate and maintain the House so that the Purpose can be accomplished, but the Trustee shall not be required to follow such recommendations.

D. Any portion of the Funding Target Amount (as defined below) or the Supported Amount (as defined below) which the Trustee determines is not needed to pay expenses specified in Subparagraph C above may be distributed to the Historical Society, provided it is then a "charitable organization" (as defined in subparagraph 3.F. below), to pay for its administrative expenses (which do not include expenses for the operation, maintenance, repair, or improvement of the House). In determining what amount to pay to the Historical Society, the Trustee may consider inflation and other factors. Any portion of the Funding Target Amount or Supported Amount that is not used as otherwise provided in this Article IV shall be added to or retained as principal of the House Trust.

E. If the Trustee determines that the Funding Target Amount or Supported Amount is not sufficient to fully carry out the Purpose, it may pay such additional amounts of income or principal of the House Trust as it deems proper for such purposes.

F. If the Trustee determines that the Historical Society has failed to fulfill the Purpose, the Trustee shall notify the Historical Society of any deficiencies that must be corrected and provide for a reasonable date by which such deficiencies are to be corrected. If the Historical Society fails to correct such deficiencies in a timely manner to the satisfaction of the Trustee, after at least 3 months written notice to the Historical Society, or if the Historical Society ceases to exist or loses its charitable organization status, the Trustee shall in its discretion replace the Historical Society with another charitable organization capable of fulfilling the Purpose. If, after a reasonable time (at least 12 months) and diligent efforts, the Trustee cannot locate another charitable organization capable of fulfilling the Purpose or if the House and its contents are destroyed beyond what the Trustee considers reasonable repair, then the Trustee shall to the extent possible:

- i. transfer the photos, documents, and local history publications in the House to the Amherst Public Library for addition to its collection maintained in the E. Valerie Jenkins Local History Room;
- ii. first offer to sell for fair market value, as determined by the Trustee, the furniture, artifacts, and other contents of the House to the Amherst Historical Society and then to other historical societies;
- iii. sell the House and any of its contents not transferred to the Amherst Public Library or sold to a historical society; and
- iv. distribute the net proceeds of all sales to the House Trust for distribution as provided below.

G. The House Trust shall operate as either a non-operating exempt charitable trust ("Exempt Charitable Trust") or as a Type III supporting organization ("Supporting Organization") under the Internal Revenue Code or 1986, as amended or any future

comparable federal tax laws (“Code”) and the determination whether to operate as an Exempt Charitable Trust or as a Supporting Organization shall be in the sole discretion of the Trustee.

If the House Trust is operating as an Exempt Charitable Trust, all then current requirements of the Code shall be adhered to and the Trustee shall annually pay to the Historical Society from the Charitable Trust for the Purpose all amounts required to be paid by the Code first from income, and to the extent income is not sufficient, from principal.

If the House Trust is operating as a Supporting Organization, all then current requirements of the Code shall be adhered to and the Trustee shall pay from the House Trust to the Historical Society or the then current supported organization (“Supported Organization”) the funds required to be paid by a supporting organization under the Code. While a Supporting Organization, the Trustee will utilize the House Trust assets to support the Supported Organization in carrying out the Purpose (“Supported Amount”). The Trustee shall deduct from the Supported Amount the amounts the Trustee directly paid during the prior taxable year for regular operating expenses for the support of the House, including, but not limited to any repairs, taxes, insurance, and utilities. The Supporting Organization through the Trustee shall maintain a close and continuous working relationship with the Supported Organization and shall facilitate the adoption of procedures that allow the Supported Organization to have an advisory role in the investment decisions of the House Trust, with the understanding that the Trustee has the ultimate fiduciary responsibility and decision-making authority for the actual investments and asset allocations. The Trustee shall also adopt procedures to further the involvement and relationship between the Supporting Organization and the Supported Organization to accomplish the Purpose of the House Trust.

H. The following additional provisions shall apply with respect to the House Trust whether it is an Exempt Charitable Trust or a Supporting Organization:

- i. The net income and principal of the House Trust shall be devoted exclusively to charitable purposes and shall not inure to the benefit of any private individual or corporation. No part of the House Trust shall be used to carry on propaganda or otherwise attempt to influence legislation, or to participate or intervene in any political campaign (including the publication or distribution of statements) on behalf of (or in opposition to) any candidate for political office. Notwithstanding any other provision of this instrument, the House Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code.
- ii. Despite any other provisions of this Trust, in the management, investment, and distribution of the House Trust, the Trustee shall comply with the applicable Code sections including where applicable shall: (i) not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (ii) not retain any excess business holdings as defined in Section 4943(c) of the Code which would be subject to the House Trust to tax under Section 4943 of the Code; (iii) not acquire or retain any investments which would

subject the House Trust to tax on jeopardy investments under Section 4944 of the Code; (iv) not make any taxable expenditures as defined in Section 4945(d) of the Code which would subject the House Trust to tax under Section 4945 of the Code; and (v) make qualifying distributions at such time or times and in such manner as not to subject the House Trust to tax under Section 4942 of the Code.

- iii. If additional distributions are needed to meet any distribution requirements of the Code required to maintain the House Trust as either an Exempt Charitable Trust or as a Supporting Organization and all necessary and appropriate distributions have been made as set forth above, the Trustee shall make additional distributions from income or principal to meet said distribution requirements to the Historical Society for additional purchases of goods or services that would enhance the experience of visiting the House and further the Purpose. If, in the discretion of the Trustee no further distributions are reasonable to the Historical Society, then the Trustee may make a contribution to the Amherst Historical Society if it is then operating as a charity under the Code. If the Amherst Historical Society is not operating as a charity under the Code at the time a distribution is required, then the Trustee may make a distribution to any other historical society operating as a charity under the Code whose operations are within the State of Ohio and the decision as to what entity to which such a distribution should be made shall be in the sole discretion of the Trustee.

I. Nothing in this Agreement shall be construed as restricting the Trustee from investing the assets of the House Trust in a manner which would result in the annual realization of a reasonable amount of net income or gain from the sale or disposition of assets of the House Trust.

J. It is the intention that the House Trust shall be exempt from federal and state income taxation and that contributions to the House Trust shall be deductible for federal and state income, estate, inheritance, and gift tax purposes to the extent allowed by the Code and other applicable legislation and regulations, and any provision of this Trust which is inconsistent with this intention, including provisions of Ohio law incorporated herein, shall not be given effect.

K. To the extent allowable by law, the Trustee may amend the terms of this House Trust from time to time whenever in its opinion an amendment is necessary or advisable to enable the Purpose to be carried out or to maintain the status of the House Trust as a charitable organization, either as an Exempt Charitable Trust or as a Supporting Organization; provided, however, this subparagraph shall not be construed as authorizing any amendment which may disqualify the House Trust as a charitable organization. Every amendment shall be in writing and shall be signed by the Trustee and deposited with the records of the House Trust.

L. As used in this Article, the term "charitable purposes" shall be limited to and shall include only charitable, religious, scientific, literary, or educational purposes within the meaning

of those terms as used in Section 501(c)(3) of the Code.

M. The Trustee may accept contributions to carry out the purposes of the House Trust. Income or principal derived from contributions by corporations shall be distributed by the Trustee for use solely within the United States or its possessions.

N. The Trustee shall send to the Supported Organization a written annual report on the income and expenses of the Charitable Trust and respond to any questions about the details of any expenditures, or any investments submitted in writing to the Trustee.

O. The House Trust shall terminate and final distribution of all House Trust assets shall be made if: (i) the House is sold or destroyed as provided in Paragraph F above; (ii) the House Trust in the discretion of the Trustee has insufficient funds to continue the House operations; and/or, (iii) if in the discretion of the Trustee the Purpose can no longer be fulfilled. Upon termination, if the House is still in existence, the House and its contents shall be disposed of as set forth in Paragraph F above. The remaining assets held in the House Trust then shall be distributed as follows: 50% to the Lorain County Historical Society and 50% to the Amherst Historical Society or their legal successors (jointly, the "Historical Societies"). If one of the Historical Societies is no longer operating or does not have a successor, its share will go to the other. If neither of the Historical Societies is operating, distribution shall be made to a historical society that operates a home museum in the State of Ohio as close to Amherst as possible, as selected in the discretion of the Trustee.

3. The Charities Trust

A. Upon the Effective Date, the Trustee shall distribute to the Charities Trust all assets of the Trust which were, upon direction of the beneficiaries of this Charities Trust, segregated into a separate money market account on or about July 12, 2023, the initial amount of which was \$4,507,915.91, where such funds currently are held and where they have been held at all times since being so segregated (the "Money Market Account"). The Trustee shall receive, hold, and control the assets of the Charities Trust and shall collect the income therefrom but shall be required to maintain the assets in the Money Market Account until distribution. The Trustee shall pay the assets of the Charities Trust exclusively to or for the benefit of the charitable organizations designated below (the "Named Charities") or their respective successors, as set forth herein.

B. The Charities Trust shall terminate, and final distribution of all Charities Trust assets shall be made within thirty (30) days after the Effective Date. The distributive share of any Named Charity may be retained by the Trustee thereafter until such time as the Trustee has received a Form W-9 from that Named Charity. Such distribution shall be as follows, without reduction for Trustee fees, taxes, or expenses:

i. Those Named Charities which appeared and participated in the Litigation shall be entitled to reimbursement of their respective reasonable attorneys' fees and costs incurred therein, in such amounts as shall be compiled and communicated to the Trustee by

counsel for Community Congregational United Church of Christ prior to the time for distribution; and

ii. All funds remaining in the Charities Trust after reserving sufficient funds for the amount of the distribution in (i) above shall be disbursed to the following Named Charities in the following proportions:

a. Two and one thousand fifty-three ten-thousandths percent (2.1053%) to Baldwin-Wallace University, for archival materials to expand and enlarge that area at the college.

b. Two and one thousand fifty-three ten-thousandths percent (2.1053%) to Friendship Animal Protective League.

c. Two and one thousand fifty-three ten-thousandths percent (2.1053%) to Erie Shores Humane Society.

d. Ten and five thousand two hundred sixty-three ten-thousandths percent (10.5263%) to the Board of Trustees of Amherst Public Library, to be used to store, collect, and make available Amherst History to the public.

e. Five and two thousand six hundred thirty-two ten-thousandths percent (5.2632%) to the Community Foundation of Lorain County, for the benefit of Amherst School Foundation.

f. Five and two thousand six hundred thirty-two ten-thousandths percent (5.2632%) to the Amherst Exempted Village Board of Education.

g. Thirty-one and five thousand seven hundred eighty-nine ten-thousandths percent (31.5789%) to Community Congregational United Church of Christ.

h. Four and two thousand one hundred four ten-thousandths percent (4.2104%) to Clearview Local School District Board of Education, to be divided equally between the Drama Department and Library.

i. Two and one thousand fifty-three ten-thousandths percent (2.1053%) to Hiram College.

j. Three and one thousand five hundred seventy-nine ten-thousandths percent (3.1579%) to Amherst Workshop Players, Inc., to maintain and store records of productions and history of Amherst Workshop Players, Inc. This gift shall not be used for any production or employee expense. Should this gift to Amherst Workshop Players, Inc. fail for any reason, then in that event, such gift shall be distributed to Community Congregational United Church of Christ.

k. One and five hundred twenty-six ten-thousandths percent (1.0526%) to Girl Scouts of North East Ohio.

l. Two and one thousand fifty-three ten-thousandths percent (2.1053%) to MADD Mothers Against Drunk Driving.

m. Two and one thousand fifty-three ten-thousandths percent (2.1053%) to Linwood Council of Christian Life.

n. One and five hundred twenty-six ten-thousandths percent (1.0526%) to the American Lung Association.

o. One and five hundred twenty-six ten-thousandths percent (1.0526%) to Alzheimer's Disease and Related Disorders Association, Inc.

p. Three and one thousand five hundred seventy-nine ten-thousandths percent (3.1579%) to Echoing Hills Village, Inc.

q. Twenty-one and five hundred twenty-six ten-thousandths percent (21.0526%) to the Salvation Army.

If any of the foregoing organizations are not then "charitable organizations", or if any attempted distribution to any Named Charity is returned to the Trustee or cannot be made for any reason, then its percentage share shall be re-allocated pro rata among the remaining Named Charities and promptly distributed to them by the Trustee.

C. Distributions to those Named Charities who appeared in the Litigation shall be made by the Trustee in care of their respective legal counsel. Within twenty (20) days of making the distributions required in subparagraphs B.i. and ii. Above, the Trustee shall provide to all such Named Charities' legal counsel a report of distributions which shall include the original amount of Trust assets prior to the establishment of the Money Market Account, the beginning and ending balance of the Money Market Account, any payments or expenditures from the Money Market Account other than distributions, and all amounts distributed pursuant to subparagraphs B.i. and ii. above.

D. It is intended that the Charities Trust shall be exempt from federal and state income taxation, and any provision of this Trust which is inconsistent with this intention shall not be given effect.

E. As used in this Article, the term "charitable organization" shall be limited to and shall include only those entities organized exclusively for charitable, religious, scientific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code.

ARTICLE V POWERS OF THE TRUSTEE

Subject to its obligations set forth in Article IV above, the Trustee shall have power, authority, and discretion:

1. To sell, lease for any period or periods irrespective of the duration of the trust, transfer or exchange all or any part of the trust estate, at such prices and upon such terms and conditions and in such manner as it may deem best; to invest and reinvest the trust estate in such loans, stocks, bonds, debentures, other securities or real estate as it may deem proper and suitable; to invest in shares or participations in any one or more common or general trust funds at any time administered by Huntington for the collective investment of funds held by it in any fiduciary capacity; to vary, change or exchange investments into or for others of like or unlike nature; and to detain and to continue to hold^o by way of investment any property whether originally a part of the trust estate or subsequently acquired (including, but not by way of limitation, any stock, bond, note or other security issued by Huntington) for as long a period as the Trustee shall deem advisable, irrespective of the proportion of the trust estate represented thereby, without any liability for depreciation or diminution *in* value; and to exercise the powers granted in this subparagraph without being limited to such classes of investment as may now or hereafter be prescribed by statute or otherwise for the investments of trust companies or trustees generally.

2. To exercise in person or by proxy any and all voting, consenting and dissenting rights, including the right to vote for the election of directors, pertaining to all stocks, bonds or other securities at any time held hereunder. Any proxy issued by the Trustee may grant discretionary power to the person or persons acting thereunder and may contain powers of substitution.

3. To form or join with others in the formation of such corporations as shall be deemed advisable in connection with the administration or distribution of any property and to transfer to any such corporations such property as the Trustee shall in its discretion deem advisable to carry out the charitable purposes of the charitable trust; to exercise, buy or sell subscription, pre-emptive, conversion or other rights or grants; and to participate in or oppose reorganizations, recapitalizations, mergers, consolidations, exchanges, arrangements, liquidation, and creditors' and bondholders' agreements,

4. To grant options on any real estate, or interest therein; to improve, subdivide, abandon, or develop real estate; to construct, alter or repair buildings or structures; to settle boundary lines; to grant easements and other rights; and to participate and to join with co-owners in dealing with real estate.

5. To determine whether money or property coming into its possession shall be treated as principal or income, and to charge or apportion gains, expenses and losses to principal or income. and to charge or apportion gains, expenses and losses to principal or income, as it deems just and equitable; provided, however, that in making any determination hereunder the Trustee shall take into consideration any trust accounting principles established by the Ohio courts or the statutes of the State of Ohio which it deems advisable. All determinations made by

the Trustee hereunder shall be binding and conclusive upon all income beneficiaries and remaindermen.

6. To employ suitable agents and attorneys, to pay their reasonable compensation and expenses, and to execute and deliver any powers of attorney. The Trustee shall not be liable for any neglect, omission or wrongdoing of such agents or attorneys, provided that it shall have exercised reasonable care in their selection.

7. To borrow from Huntington in its individual corporate capacity or from any other sources, at such times and in such amounts as I may authorize or without my authorization during any periods in which I am unable, in the sole opinion of the Trustee, to manage my financial affairs with reasonable competence, at such times and in such amounts as the Trustee may deem necessary or proper for the improvement, protection or preservation of the trust estate, and the Trustee in its individual corporate capacity shall neither be nor become liable on any borrowings made hereunder. All borrowings shall be at such rate or rates of interest and upon such terms and conditions as the Trustee may deem advisable, and the Trustee may evidence any such borrowings by executing and delivering its demand or time promissory notes or other instruments, and may secure the repayment of any such borrowings, together with interest thereon, by mortgaging, pledging or otherwise encumbering all or any part of the trust estate. Without any affirmative act of mortgage, pledge or encumbrances the trust estate shall secure and shall be subject to a lien for, the payment of all borrowings hereunder, with interest, from Huntington in its individual corporate capacity or from any other sources; provided, however, after my death the Trustee may borrow from itself only without interest.

8. To arbitrate, defend, enforce, release, compromise, settle and adjust all claims in favor of or against the trust estate, whether in litigation or not, and regardless of whether such claims or any of them shall or shall not, in its judgment, be enforceable against the trust estate or any part hereof, upon such terms and conditions as it may deem best.

9. To acquire, have, register, and hold title to property received or held hereunder in its own name, in bearer form, or in the name of a nominee, without disclosing the trust. In accepting title to any property, neither the Trustee nor its nominee shall be held to have assumed responsibility as to the validity of the title thereof or as to the payment of any encumbrances then or thereafter existing thereon. All conveyances executed and delivered by the Trustee or its nominee shall be without covenants or warranty except as against the Trustee's own acts or the acts of its nominee. The Trustee shall be entitled to reimburse itself from the trust estate for any loss or indemnify itself for any liability arising out of the use, occupation, condition or ownership of any property at any time held hereunder.

10. To execute and deliver any instruments that the Trustee may deem necessary or advisable in administering this trust.

11. Unless otherwise expressly provided herein, to make any division or distribution of the trust estate required under the provisions of this instrument in kind, that is to say, in real estate, stocks, bonds, mortgages, or other securities belonging to the trust estate, according to the absolute discretion of the Trustee, and at such valuations as the Trustee may establish therefor.

12. To continue to make distributions of principal or income hereunder until it shall have actual knowledge of the happening of any event which would affect distributions of income or principal hereunder. The Trustee shall be protected in so doing.

The Trustee shall be without liability for refraining from any contemplated action or acting because of instructions from, or the failure to receive permission from me in accordance with the provisions of this Article.

**ARTICLE VI
PAYMENT OF TAXES, DEBTS AND EXPENSES**

[Removed as Moot.]

**ARTICLE VII
GENERAL PROVISIONS**

1. Whenever used in this agreement the term “health” shall include, but shall not be limited to, medical, surgical, nursing, dental, hospital, nursing home or other institutional care.

2. The Trustee's compensation for its ordinary services hereunder shall be at the rates prescribed for similar trust services in its standard compensation schedule last adopted prior to each charging of such compensation. The Trustee shall receive reasonable compensation for any extraordinary services requested or required. The compensation hereunder shall be deductible by the Trustee at such time or times and from such source or sources as it may determine, but from the time the money was placed in the Money Market Account, the fees shall be paid only from funds allocated to the House Trust and not from funds allocated to the Charities Trust.

3. The Trustee is authorized to pay from the House Trust all legal fees incurred by Huntington during the prosecution and defense of the Litigation, but only after the funds are allocated to the House Trust and the Trustee shall pay only such fees as were previously and would ordinarily be approved for payment by Huntington in the course of its business.

4. The trust herein set forth is entered into in the State of Ohio and the laws of the State of Ohio, including Ohio Revised Code § 109.231, shall govern the validity, construction and interpretation of the provisions of this Trust, the validity of the Trust created herein, and the administration of and the account for such Trust.

4. No Trustee hereunder shall be authorized to disclose the name and address of any beneficial owner hereunder nor the security position of any security held hereunder for said beneficial owner pursuant to SEC Rule 14-b-1(c), as amended.

IN THE PROBATE COURT OF LORAIN COUNTY, OHIO

HUNTINGTON BANCSHARES, INC.	:	CASE NO.: 2020-PC-00002
dba The Huntington National Bank,	:	
	:	
Plaintiff,	:	
	:	JUDGE: James T. Walther
vs.	:	
	:	
AMHERST HERITAGE HOUSE, et al.,	:	
	:	
Defendants.	:	

JUDGMENT ENTRY

This matter is before the Court on the Joint Motion to Approve Trust Modification, filed July 21, 2023, by Plaintiff The Huntington National Bank, improperly designated in the Complaint herein as Huntington Bancshares, Inc., dba The Huntington National Bank (“Huntington”), in its capacity as Trustee (“Trustee”) of the Valerie Gerstenberger Trust (the “Trust”), and the 13 Charities who have appeared in this action (the “Counterclaiming Charities”), each of which filed essentially identical counterclaims, which alleged various breaches of trust by Huntington, for which the Counterclaiming Charities sought money damages and Huntington’s removal as Trustee (the “Counterclaims”), and which also sought orders from this Court terminating the Trust or, in the alternative, modifying the Trust in a different manner than sought by the Trustee (the “Trust Claims”). The Joint Motion before the Court proposes that this Court order certain modifications to the Trust, in the form of the Restated Trust attached thereto and incorporated therein, and if

granted would resolve Plaintiff's claim and the Trust Claims, as well as a number of procedural motions pending before this Court.

By Journal Entry dated July 24, 2023, this Court scheduled an in-person Motion Hearing for August 30, 2023, and advised any interested persons that objections to that Joint Motion and/or the proposed Restated Trust needed to be both filed in writing prior to the Motion Hearing and raised at the Motion Hearing, and the failure to so object would be deemed consent to both the Joint Motion and the proposed Restated Trust. Notice was served upon all counsel of record and all unrepresented parties, such that every entity named in the Trust received notice of the Joint Motion and the Motion Hearing.

No objections were filed, and no objections were raised at the Motion Hearing, by any party to the Trust or by the Attorney General, which is named herein pursuant to R.C. §109.25.

Accordingly, this Court has considered the Joint Motion and the proposed Restated Trust, and hereby finds as follows:

1. The Trust expresses two alternative charitable purposes of the settlor, Valerie Gerstenberger: (A) to have her former residence house utilized as an educational and historical gathering place, and (B) to provide funds to 18 various charitable organizations named therein (the "Named Charities") for furtherance of their respective charitable or educational missions. The Court finds that these dual purposes are best served by dividing the Trust into two sub-trusts, as proposed within the Restated Trust, to be known as the House Trust and the Charities Trust.

2. The Trust explicitly states the settlor's intent that it is to be a tax-exempt charitable trust. The Court finds that this intent is best served by the modifications reflected in the Restated Trust, whereby the assets allocated to the Charities Trust will be disbursed to the Named Charities and the assets allocated to the House Trust will be devoted exclusively to furtherance of the trust

purpose relating to operation of Ms. Gerstenberger's former home (the "House") as an educational and historical gathering place through an entity to be selected by the Trustee ("Operator") which current selection is the Lorain County Historical Society, thereby potentially qualifying the Trust as a Supporting Organization under the Internal Revenue Code, with the accompanying tax benefits. In addition, the allocation of assets within the Restated Trust as between the House Trust and the Charities Trust adequately reflects the resources necessary to fulfill the settlor's intent with regard to each of her alternative charitable purposes, such that this proposed allocation is reasonable and fair to all interested persons.

3. One Named Charity, Senior Citizens of Amherst, no longer exists as a charitable organization, and therefore according to the terms of the Trust its distributive share should be re-allocated pro rata among the other Named Charities – which the Restated Trust will do.

4. The Restated Trust removes certain ambiguities which exist within the Trust at present, including but not limited to how its assets are to be dedicated to the two alternative charitable purposes of the Trust, what circumstances may cause the Trust to terminate, when distributions are to be made to the Named Charities and in what amounts, and how the Trustee is to interact with the Operator. These ambiguities have inhibited the ability of the Trustee to fulfill the settlor's intentions, and their removal would improve Trust administration.

5. Circumstances not anticipated by Ms. Gerstenberger exist. Amherst Heritage House, the entity originally appointed to coordinate and supervise activities at her house, has not been able to continue its activities and along with the Trustee has selected Lorain County Historical Society to be the current Operator. The expenses currently required to operate the House as contemplated by Ms. Gerstenberger far exceed the amount she anticipated. The Named Charities, which she intended to receive funds annually, have not received any distributions from the Trust

and may not for years to come absent modification. Thus, pursuant to R.C. §5804.12(A), this Court may and should modify the administrative and dispositive terms of the Trust to further its purposes -- which the Restated Trust will do.

6. Similarly, for these reasons as well as the necessity for the Trust, at present, to meet a variety of requirements in order to be tax-exempt as a private foundation, continuance of the Trust on its existing terms impairs the Trust's administration and is, at times, impracticable. Thus, pursuant to R.C. §5804.12(B), this Court may and should modify the administrative terms of the Trust to allow it to continue without such impediments -- which the Restated Trust will do.

7. Ms. Gerstenberger's tax objectives can be better achieved through modifying the Trust so that it potentially may qualify as a Supporting Organization under the Internal Revenue Code, and the modifications necessary to accomplish this (primarily dividing the Trust assets into two sub-trusts and disbursing the assets of the Charities Trust, so that the remaining House Trust can be dedicated exclusively to the support of one charitable organization) are not contrary to Ms. Gerstenberger's probable intentions. Thus, pursuant to R.C. §5804.16, this Court may and should modify the terms of the Trust to accomplish this -- which the Restated Trust will do.

8. Plaintiff's Modification Complaint filed herein served to put all parties named in the Trust on notice that any claims they may have had regarding the Trust, its modification or termination, or Plaintiff's actions or inactions as Trustee, needed to be brought as mandatory counterclaims within this action, or any such claims would be waived. Thus, this Court finds that any such claims not asserted within this action can be and should be barred after the entry of final judgment herein.

THEREFORE, THIS COURT HEREBY ENTERS JUDGMENT AND ORDERS THAT:

1. The Joint Motion to Approve Trust Modification is hereby GRANTED. This Court enters judgment on Plaintiff's claim and the Counterclaiming Charities' Trust Claims by hereby approving and adopting the Restated Valerie Gerstenberger Trust Agreement (attached to the Joint Motion and hereto as Exhibit A), and modifying the Trust as provided therein.

2. All other claims of any nature, including counterclaims, are dismissed pursuant to an additional Order which has been or will be entered by this Court. Any claims which could have been filed herein by any party regarding the Trust, its modification or termination, or Plaintiff's actions or inactions as Trustee to date, which have not been brought in this action are hereby deemed waived and forever barred.

3. All pending motions before this Court are hereby rendered moot and denied.

4. Each party shall bear its own attorneys' fees, subject to the provisions of the Restated Trust hereby adopted by this Court. Any court costs beyond the parties' deposits shall be paid by the Trust, and the Trustee shall assess those costs 43.75% to the House Trust and 56.25% to the Charities Trust.

5. The Court further finds that there is no just reason for delay with respect to this Judgment Entry.

IT IS SO ORDERED.

Judge James T. Walther

cc: All counsel
All unrepresented parties

EXHIBIT 3 – CHARITABLE CONTRIBUTIONS

a.	Baldwin-Wallace College	\$1,511.60
b.	Friendship Animal Protective League	\$1,511.60
c.	Board of Trustees of Amherst Public Library	\$7,558.20
d.	Community Foundation of Lorain County	\$3,779.10
e.	Amherst Exempted Village Board of Education	\$3,779.10
f.	Community Congregational United Church of Christ	\$22,674.50
g.	Clearview Local School District Board of Education	\$3,023.20
h.	Girl Scouts of North East Ohio	\$755.80
i.	Linwood Council of Christian Life	\$1,511.60
j.	American Lung Association	\$755.80
k.	Alzheimer’s Disease and Related Disorders Association, Inc.	\$755.80
l.	Echoing Hills Village, Inc.	\$2,267.40
m.	The Salvation Army	\$15,116.30

**IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
LORAIN COUNTY, OHIO**

HUNTINGTON BANCSHARES INC.,)
DBA THE HUNTINGTON NATIONAL)
BANK,)
))
Plaintiff/Counterclaim Defendant,)
))
-v-s-)
))
AMHERST HERITAGE HOUSE,)
))
))
and)
))
AMHERST CONGREGATIONAL)
UNITED CHURCH OF CHRIST)
(nka COMMUNITY CONGREGATIONAL)
UNITED CHURCH OF CHRIST), *et al.*,)
))
Defendants/Counterclaimants.)
_____)

CASE NO. 2020 PC 00002

HON. JAMES T. WALTHER

**ORDER OF DISMISSAL OF
DEFENDANTS' COUNTERCLAIMS
(Final Appealable Order)**

Pursuant to Civil Rule 41(A)(2), upon the request of Defendants/Counterclaimants, Community Congregational United Church of Christ, The Salvation Army, Alzheimer's Disease and Related Disorders Association, Inc. (Lorain County), Baldwin Wallace University, Girl Scouts of North East Ohio, Echoing Hills Village, Inc., Friendship Animal Protective League, American Lung Association, Linwood Council of Christian Life, Community Foundation of Lorain County, Board of Trustees of Amherst Public Library, Clearview Local School District Board of Education, and the Board of Education of the Amherst Exempted Village School District, and Plaintiff/Counterclaim Defendant, by and through their respective undersigned

counsel, this Court hereby orders the dismissal of Defendants/Counterclaimants' remaining Counterclaims filed herein.

This Court's Judgment Entry filed August 30, 2023, adjudicated Plaintiff's claims against all Defendants and certain of Defendants/Counterclaimants' Counterclaims, and this Order of Dismissal now hereby dismisses all remaining claims of any party including all Counterclaims, such that all claims have been decided or dismissed and this case is now terminated, and this Court's Judgment Entry of August 30, 2023 along with this Order of Dismissal are together a final judgment no longer subject to revision under Civil Rule 54(B). To the extent necessary, this Court expressly finds that there is no just reason for delay.

The Clerk shall serve this Order upon all counsel who have appeared in this action, and upon all parties who have not appeared herein.

IT IS SO ORDERED.

JAMES T. WALTHER, JUDGE

Approved:

Steven J. Shrock (0060025)
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and Related Disorders Association, Inc.
(Lorain County), the American Lung
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/s/Samuel H. Ottinger
Samuel H. Ottinger (0099034)
Ogletree Deakins
*Attorney for Baldwin Wallace University
and Girl Scouts of Northeast Ohio*

/s/ Robert C. Pivonka
Robert C. Pivonka (0067311)
Rolf Goffman Martin Lang LLP
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/s/ Jay C. Marcie
Jay C. Marcie (0059204)
Marcie & Associates LPA
Attorney for Friendship Animal Protective League

/s/ William E. Blackie
William E. Blackie (0017699)
Attorney for Linwood Council of Christian Life

/s/ Malorie A. Alverson
Malorie A. Alverson (0089279)
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/s/ Greg Peltz
Gregory A. Peltz II (0091542)
Lorain County Prosecutor's Office
Attorney for Board of Trustees of Amherst Public Library

/s/ Scott C. Peters
Scott C. Peters (0059408)
Peters, Kalail & Markakis Co., LPA
Attorneys for Clearview Local School District Board of Education

/s/ Ryan M. LaFlamme
Ryan M. LaFlamme (0084205)
Ennis Britton Co., LPA
Attorney for the Board of Education of the Amherst Exempted Village School District