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

In re: Testamentary Trust of Ethan Stone : Case Number: 1900000176
:
: **Judge Ralph Winkler**

MOTION TO TERMINATE TRUST AND DISTRIBUTE ASSETS

Fifth Third Bank ("Fifth Third" or "Trustee"), in its capacity as Successor Trustee of the testamentary trust created under paragraph 11 of the Last Will and Testament of Ethan Stone (the "Trust"), respectfully moves this Court to terminate the Trust and to approve disbursement of all assets held by Fifth Third to the two remaining beneficiaries of the Trust, Maple Knoll Communities, Inc. and The Convalescent Hospital for Children and Orphan Asylum. This Motion is authorized pursuant to Section 2109.62 of the Ohio Revised Code.

As set forth more fully in the accompanying Memorandum in Support, it is in the best interest of all parties and consistent with Mr. Stone's charitable purposes that the Trust be terminated and the assets distributed to Maple Knoll Communities, Inc. and The Convalescent Hospital for Children and Orphan Asylum. Both of the Trust's remaining beneficiaries have indicated their support for the termination of the Trust as evidenced by the attached written Consent and Release Agreement filed herewith.

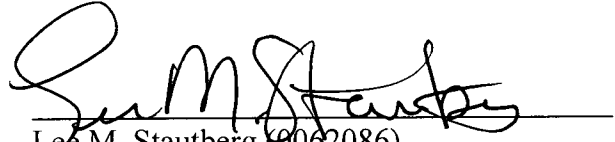
In support of this Motion, Fifth Third additionally submits the accompanying Memorandum and proposed Order.

FILED
COURT COMMON PLEAS PROBATE
RALPH WINKLER, JUDGE

2018 JUL -9 PM 2:19

154.75

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lee M. Stautberg", is written over a horizontal line.

Lee M. Stautberg (0062086)

D. Renee Brunett (0095728)

DINSMORE & SHOHL, LLP

255 East Fifth Street, Suite 1900

Cincinnati, Ohio 45202

(513) 977-8200 (phone)

(513) 977-8141 (fax)

Attorneys for Plaintiff,

Fifth Third Bank, Successor Trustee

MEMORANDUM IN SUPPORT

Pursuant to Ohio Revised Code § 2109.62(A), this Court is authorized to terminate the testamentary trust created under paragraph 11 of the Last Will and Testament of Ethan Stone. For the reasons set forth below, Fifth Third, as Successor Trustee of the Trust, seeks this Court's approval to terminate the testamentary trust and, after the payment of all trustee fees and expenses, distribute the remaining trust assets to the Trust beneficiaries on the basis that 1) no further purpose of the Trust remains to be achieved; 2) it has become uneconomical and impracticable for the Trust to continue; 3) the beneficiaries to the Trust consent to its termination; and 4) the distribution of trust assets is consistent with Mr. Stone's charitable purposes.

I. Parties and Background

Fifth Third Bank is the Successor Trustee of the testamentary trust created under paragraph 11 of the Last Will and Testament of Ethan Stone. A typewritten transcription of the Last Will and Testament of Ethan Stone is attached hereto as Exhibit A.

Under Mr. Stone's Last Will and Testament, Mr. Stone created a testamentary trust in connection with "[a]ll that part of Fractional Section number Twenty nine which is let on perpetual leases for annual rents more than nominal" Will ¶ 11. Mr. Stone devised this property to the Township of Storrs "together with all the rents and issued thereof forever" and directed that the Township of Storrs "pay to the Trustees of the Ministerial Section for Cincinnati Township, Forty Dollars per annum, as the same shall become due as rent on my lease for said Fractional Section Twenty nine, forever." *Id.*

In 1974, the State of Ohio issued a Governor's Deed to the Trustees of the Estate of Ethan Stone for a stated consideration of \$40.00, the equivalent of one year ground rent.

Governor's Deed at 920–921. As set forth in the Deed, the Auditor of State, acting as State Supervisor of School and Ministerial Lands, conveyed to the Trustees of the Estate of Ethan Stone all right, title, and interest to “the whole of said fractional section number twenty-nine (29) of the Miami Purchase. Consisting of 106 acres, more or less.” *Id.* at 920. A copy of the State of Ohio Governor's Deed dated April 15, 1974 and recorded on April 30, 1974 in the Deed Book 3964, Pages 920–921 of the Hamilton County, Ohio Recorder's Office is attached hereto as Exhibit B.

Pursuant to paragraph 11 of Mr. Stone's Will, Fifth Third, as Successor Trustee, is directed to pay ground rents—held in trust—to certain charitable beneficiaries named in the testamentary trust. Maple Knoll Communities, Inc., successor-in-interest to the Society for the Relief of Aged and Indigent Females, and The Convalescent Hospital for Children and Orphan Asylum, successor-in-interest to the Cincinnati Orphan Asylum, are the current beneficiaries of the Trust. Will ¶ 11. The Trust has no other known beneficiaries. *See* Trust Beneficiary forms filed with this Court on May 28, 2013, March 27, 2015, and March 3, 2017.

II. Statutory Grounds for Termination

The Court is authorized to terminate this Trust. Ohio Revised Code § 2109.62(A)(1) provides that this Court may terminate a trust if it finds that: (a) it is no longer economically feasible to continue the trust; (b) the termination of the trust is for the benefit of the beneficiaries; (c) the termination of the trust is equitable and practical; and (d) the current value of the trust is less than one hundred thousand dollars. R.C. 2109.62(A)(1). For the reasons set forth below, all four elements required by Ohio Revised Code § 2109.62(A)(1) are met. Moreover, the beneficiaries to the Trust consent to its termination.

Based on the Thirty-Fourth Trustee's Account filed with this Court on March 3, 2017 and the April 14, 2017 entry approving and settling account, the current approximate value of the Trust was then reported to be \$12,179.10, far less than the statutory threshold of \$100,000.00. Moreover, the remaining perpetual leases contemplated by the testamentary trust and set forth in the Trustee's Account have not been producing income. Any possible rental income would be difficult, if not impossible, to collect. Because Fifth Third is unable to collect ground rents or make payments to the Trust beneficiaries, it is no longer economically feasible to maintain or continue the Trust. The cost of doing so far outweighs its benefits. Therefore, it is for the benefit of the Trust beneficiaries that the Trust be terminated and its assets be distributed.

Ohio Revised Code § 2109.62(C) provides that upon the termination of a trust, the Court shall order the distribution of the trust estate in accordance with any provision specified in the trust. R.C. 2109.62(C). If there is no such provision, the Court shall order the distribution of the trust among the trust beneficiaries in accordance with their respective beneficial interests and in a manner that the court determines to be equitable. For purposes of ordering the distribution of the trust assets among the beneficiaries, the Court will consider, among other things, the "existence of any agreement among the beneficiaries with respect to their beneficial interests." R.C. 2109.62(C). Because the beneficiaries of the testamentary trust created under paragraph 11 of the Last Will and Testament of Ethan Stone have consented to termination of the Trust and distribution of the trust assets, termination therefore is equitable and practical.

Further, Ohio Revised Code § 5804.12 describes a court's authority to terminate a trust "if because of circumstances not anticipated by the settlor [] termination [would] further the purposes of the trust." R.C. 5804.12. Upon termination, "the trustee shall distribute the trust property in a manner consistent with the purposes of the trust." R.C. 5804.12(A) and (C).

Additionally, Ohio Revised Code § 5804.13 describes a court's authority to terminate a charitable trust where the charitable purpose becomes "unlawful, impracticable, or impossible to achieve." R.C. 5804.13. As set forth in Ohio Revised Code § 5804.13(A)(3), when a trust's charitable purpose is frustrated, "[t]he court may apply cy pres to [] terminate the trust by directing that the trust property be applied or distributed, in whole or in part, in a manner consistent with the settlor's charitable purposes." R.C. 5804.13(A)(3).

In the years since Mr. Stone's death, the administration of the Trust has become increasingly expensive, impractical, and uneconomical. In such circumstances, Ohio statutory law clearly permits this Court to terminate the Trust and distribute its property in a manner consistent with Mr. Stone's charitable purposes. Here, the material purpose of the Trust, and Mr. Stone's expressed intention, was to provide monetary distributions to Maple Knoll Communities, Inc. and The Convalescent Hospital for Children and Orphan Asylum, successors-in-interest to the Trust, in perpetuity. However, because the remaining perpetual leases devised under the Will are not income producing, the continued administration of the Trust on its existing terms would be wasteful and disadvantageous to the Trust, which would thwart Mr. Stone's charitable intent.

Terminating the testamentary trust will eliminate the administrative costs associated with maintaining the Trust while also remaining true to Mr. Stone's charitable intent. Moreover, such a modification does not prejudice the charitable beneficiaries for whom the testamentary trust was created. Rather, the elimination of administrative costs is to the advantage of Maple Knoll Communities, Inc. and The Convalescent Hospital for Children and Orphan Asylum, and each has indicated its support for terminating the Trust. Therefore, termination of the Trust comports with the requirements of Ohio Revised Code § 2109.62 and is consistent with Ohio Revised Code §§ 5804.12 and 5804.13.

III. Written Consent Regarding Termination of Trust and Distribution of Trust Assets

As evidenced by the written Consent and Release Agreement filed herewith, the Trust beneficiaries have consented to the termination of the Trust and distribution of its assets. A copy of the executed Consent and Release Agreement is attached hereto as Exhibit C.

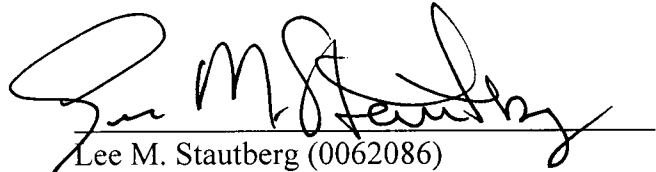
Ohio Revised Code § 5801.10 governs agreements among interested parties regarding trust matters. Pursuant to Ohio Revised Code § 5801.10(G), a trustee may request that the Court approve the parties' agreement. As set forth in the attached Consent and Release Agreement, Fifth Third seeks the Court's approval for terminating the Trust and issuing quitclaim deeds to the owners of the properties currently held in trust, releasing said real estate from all obligation to the Trust for the payment of ground rents reserved under perpetual leases and transferring the Trust's interests in and to said real estate to those grantees. The Trust beneficiaries have acknowledged that the remaining perpetual leases have no value, as such leases are not receiving income and any ground rents would be difficult and uneconomic to collect. Upon termination of the Trust, any remaining trust assets will be distributed as consented to by the Trust beneficiaries, after the payment of all trustee fees and expenses, on the basis that 1) no further purpose of the Trust remains to be achieved; 2) it has become uneconomical and impracticable for the Trust to continue; 3) the beneficiaries to the Trust consent to its termination; and 4) the distribution of trust assets is consistent with Mr. Stone's charitable purposes.

IV. Conclusion

Accordingly, Fifth Third Bank, in its capacity as Successor Trustee of the testamentary trust created under paragraph 11 of the Last Will and Testament of Ethan Stone, respectfully requests that this Court:

1. Grant Trustee's Motion to Terminate Trust and Distribute Assets pursuant to the terms of the parties' Consent and Release Agreement;
2. Affirm the parties' agreement that the remaining perpetual leases devised under the Will have no value as such leases are not income producing;
3. Release Trustee of all and further liability with respect to the Trust upon the complete distribution of the trust assets pursuant to the parties' agreement; and
4. Allow Trustee its costs, expenses, and reasonable attorneys' fees incurred in connection with this proceeding to be paid from the Trust prior to its termination and distribution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lee M. Stautberg", is written over a horizontal line.

Lee M. Stautberg (0062086)
D. Renee Brunett (0095728)
DINSMORE & SHOHL, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
(513) 977-8200 (phone)
(513) 977-8141 (fax)

*Attorneys for Plaintiff,
Fifth Third Bank, Successor Trustee*

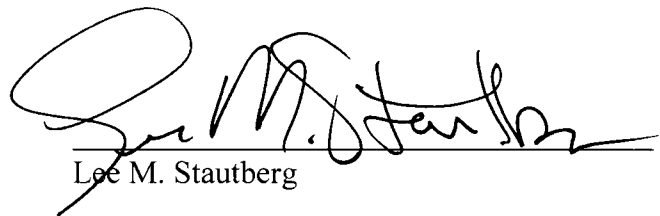
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing motion was served upon the following via regular U.S. Mail, postage prepaid, this 9th day of July, 2018:

Mike DeWine
Ohio Attorney General
Charitable Law Section
150 East Gay Street, 23rd Floor
Columbus, OH 43215

Julia B. Meister
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, OH 45202
Attorney for The Convalescent Hospital for Children and Orphan Asylum

Maple Knoll Communities, Inc.
c/o GH&R Business Services, Inc., Statutory Agent
312 Walnut Street, Suite 1800
Cincinnati, OH 45202



Lee M. Stautberg

EXHIBIT A

LAST WILL AND TESTAMENT OF ETHAN STONE DATED JUNE 17, 1850

01-0410100

I, Ethen Stone, of the County of Hamilton and State of Ohio, do hereby make and declare this my last will and testament, revoking all former wills by me made.

I give and bequeath to the children of my deceased sister, Olive Bouten, viz: Seleck Bouten, Frederick Bouten, Jared Bouten, Enos Bouten, Mrs Smith, Mrs Buel, and Mrs Lewis, each Five Hundred Dollars; and to the heirs of my said sister's son Lyman Bouten deceased, Five Hundred Dollars.

I give and bequeath to Adelia, the daughter of my sister Phena Pease, deceased, Five Hundred Dollars; and to Chester Pease, the brother of the said Adelia Three Hundred Dollars, (Two Hundred Dollars having been already given to his family).

I give and bequeath to Phena Baker, daughter of my deceased sister Lydia Collins, Five Hundred Dollars, and to the heirs of George Collins, the son of my said sister Lydia Collins, Five Hundred Dollars.

I give and bequeath to Stephen Stone, the son of my deceased brother Luther Stone, Five Hundred Dollars.

I give and bequeath to the daughters of my deceased sister Bernice Pease, viz: Mrs Crandall, Mrs Hawks, Mrs Gridley, and Mrs Barlow, each Five Hundred Dollars; and to Chester Gridley, Five Hundred Dollars.

I give and bequeath to my niece Maria Jackson, wife of Thomas M. Jackson, one Thousand Dollars.

I give and bequeath to Augusta Stone, wife of my nephew Dan Stone, One Thousand Dollars.

I give and bequeath and devise to my niece Louisa Pease ten shares of stock in the Little Miami Railroad Company, and all the lots and estate described in my deed to her dated 17 December A.D.1849 & recorded 13 April 1850, in Book No.154 page 6 of the Hamilton County Records, which deed I hereby ratify and confirm.

I give and bequeath & devise to Doctor John P. Atwater all the lots and estate described in my deed to him, dated 17 December A.D.1849, & recorded 13 April 1850, in Book 154, page 5 of the Hamilton County Records.

I give and devise to the Township of Storrs, for various reasons, the principal of which, is that said Township bears the maiden name of my deceased wife. All that part of Fractional Section number Twenty nine which is let on perpetual leases for annual rents more than nominal, lying east of Thomas M. Jackson's east line and the rents & issues thereof forever, excepting therefrom, the lot called the Rany lot, and the ground lying back of it, now the property of A. Taft & John P. Atwater, and likewise excepting what is known as the pasture lot, lying north of the Chapel and between the Creek & said Thos M. Jackson's east line, which said pasture lot I hereby give and devise to the said Thomas M. Jackson and his wife Maria Jackson & their heirs forever; and I also give & devise to said Township the lots on which the family of M. Cook pay rents amounting to fifty one dollars per annum, under perpetual lease, which last mentioned lots lie next west of the property of the said Thomas M. Jackson, where he now resides; And likewise the lots on which Lytle Sedwick now lives, and for which he pays rents under the perpetual leases from me, amounting to Thirty one Dollars per annum; which grounds hereby given and devised to said Township of Storrs are all subject to perpetual leases by me made and yield an annual income of about Twelve Hundred Dollars, exclusive of the lot of the Revd. Horace Bushnet, on which lot no rent will be due for several years, & the rents upon which when they

shall become due, I hereby bequeath to the Township of Storrs for the support of the poor of said Township. The above described grounds, given and devised, to said Township of Storrs, together with all the rents and issued thereof forever, subject to the exceptions aforesaid, are given and devised upon the following express conditions and trusts: to wit, That the said Township of Storrs shall pay to the Trustees of the Ministerial Section for Cincinnati Township, Forty Dollars per annum, as the same shall become due as rent on my lease for said Fractional Section Twenty nine, forever; And that they said Storrs Township shall also pay to the ~~Orphan-Asylum-of-Cincinnati~~, called the "Cincinnati Orphan Asylum", One Hundred Dollars per annum forever; And to the Society for the Relief of Aged and Indigent Females" Sixty Dollars per annum forever; and that the rest & residue of said annual income, being about One Thousand Dollars per annum, the said Township of Storrs, shall hold in trust, one half thereof for the support of the Protestant religion in said Township; and one half thereof for the support of one or more protestant schools on said Fraction number Twenty Nine; And that to avoid disputes, or any division of the fund thus devoted to the support of religion, it shall be decided once in every ten years by a vote of all the Protestant Communicants of said Township, who may choose to vote, to what denomination of Protestant Christians, said fund shall be appropriated for the ten years next ensuing said election.

It is my will that none of the legacies in this will contained shall be payable until one year after my decease, and that my executors shall, receive the rents and profits of my estate during said year and account for the same as a part of my estate; And my executors are authorized to appropriate One Thousand Dollars for legal aid and advice in carrying out the provisions of this my will. My executors are also directed to pay all my just debts. But all the liabilities growing out of any lease or leases by me made, of property in the said Fraction Twenty nine and adjoining lands, shall be paid by the said Township of Storrs, and the payment thereof is hereby made a condition of the above gifts & devises to said Township of Storrs, in addition to the conditions above enumerated.

I give and bequeath my books to my niece Louisa Pease and to John P. Atwater, to be equally divided between them.

It is my will that Mrs Mary Farrar shall be furnished from my estate with board and lodging while she and my niece Louisa Pease shall keep house together, and then they shall cease to keep house where we now live, that one bed and bedding and bedding furniture complete be given to the said Mary Farrar, and that one bed and bedding furniture be also given to Lucy Jane Atwater, and that all the rest and residue of my household furniture of every name and nature, whatsoever, be given to my said niece Louisa Pease, without appraisal or sale.

My lot in Spring Grove Cemetery, I give and devise to John P. Atwater and his heirs forever, saving & reserving, however, the right of burial therein to my niece Louisa Pease and to Mrs Mary Farrar.

It is my desire, and I hereby direct, that, after my decease, if my said niece Louisa Pease and Mrs Mary Farrar shall survive me, my house and lots on Vine Street where I now live, remain unsold and subject to their possession and control, until the decease of one of them; and that, after that event, or sooner, if they shall certify that they wish it so to be done, said house and lots and all other property which shall then belong to the estate unappropriated by the preceding provisions and bequests, whether real, personal or mixed, be sold at the best price that can be obtained, and that if it shall be necessary, in order to obtain its fair value, a credit of any time not exceeding three years may be given; and that the fund thus raised after the payment of the debts and the legacies aforesaid, be divided into four equal parts, and one of said fourth parts I bequeath and give to Thomas M. Jackson and his wife Maria Jackson, & their heirs forever; and one of said fourth parts I give & bequeath to the heirs of Jared Bouten and my deceased sister Olive Bouten forever; and one of said fourth parts I give and bequeath to John P. Atwater and Lucy Jane Atwater his wife & their heirs forever; and the other fourth part I direct my Executors so to

invest that it shall produce an annual income, and that three fourths of said income be paid annually to Augusta Stone, the wife of my said nephew Dan Stone during her natural life. And after her decease to the said Dan Stone during his natural life & after the decease of both of them, the said three fourths of said income shall go to the Trustees of Cincinnati College in trust to be by them applied to the education of indigent Scholars, preparing for the ministry in the Episcopal Church: And the remaining one fourth of said income shall go to my nephew Henry Pease during his natural life, & after his decease, the whole of said income shall go to the said Trustees of Cincinnati College in trust to be applied by them to the education of indigent scholars preparing for the ministry in the Episcopal Church.

To avoid sacrifice, I hereby authorize my Executors, when the legacies herein contained shall become due, by the terms of this will, to pay the same, or any part thereof in any good note or notes or choses in action, belonging to my estate, & well secured, estimating them at their then present nominal value, and also to turn out in payment, of any of said legacies, any lot or lots not otherwise pledged, in my subdivision of lots in the Western part of Cincinnati, at their value as fixed in my lease or leases thereof, or railroad stock belonging to my estate, at its par value.

I hereby appoint as Executors of this my will, my Neice Louisa Pease, John P. Atwater and Thomas M. Jackson. In Testimony whereof I have hereunto set my hand & seal this Seventeenth day of June, A.D. 1850.

Ethan Stone (Seal)

Signed, sealed, published & declared by the above named Ethan Stone as & for his last will & testament, in presence of us, who at his request & in his presence & in the presence of each other, have subscribed our names as witnesses hereto. (The Words "to their heirs forever" & "by me made" on the second page, the word "nine" on the 3rd page, & the word forever on the 4th page interlined before signing.

Patrick Mallon
Thomas M. Key
Alphonso Taft

Whereas on the Seventeenth day of June in the year 1850, I Ethan Stone made my last will and testament of that date, I do now hereby make and declare the following to be a codicil to the same;

It is my will, that while the house and lot, where I now live shall be occupied by my niece Louisa Pease and Mrs. Mary Farrar according to the provisions of my said will and testament, the taxes and assessments upon said house and lots; together with the Insurance and repairs shall be paid by my Executors out of my estate; and all the remainder of the rents and profits and receipts from my estate, real and personal, not specifically bequeathed or devised, after the payment of the specific legacies, shall be by my executors collected and invested for the benefit of the residuum, which is to be distributed when my said niece Louisa and Mrs. Farrar, shall cease to occupy my said house & lots as aforesaid.

It is also my will, and I hereby direct, that my executors set apart, and reserve in their hands, as Trustees, a sufficient amount of my Rail Road Stock to produce by dividend, Fifty Dollars per annum, and that they collect the dividends thereon, and pay over to Frances Morgan, grand-daughter of my deceased brother, Charles or to her order, in Cincinnati, Fifty Dollars a year during her natural life, the first payment to be made two years after my decease, provided that no money shall be paid over except upon her own order, and that no money shall be paid for any fraction of a year: And after her decease, the said stock shall be sold and distributed to my distributees residuary legatees according to the provisions of my said will.

In Witness Whereof, I Ethan Stone, have signed and sealed this instrument, as and for a codicil to my said last will and testament.

Ethan Stone (Seal)

Signed published & declared as & for a codicil to his Last Will and Testament by the said Ethan Stone, in presence of us, who at his request & in his presence & in presence of each other, subscribe our names hereto as witnesses, July 1, 1850.

Alphonso Taft.
Thomas H. Key.

STATE OF OHIO, COUNTY OF HAMILTON
COURT COMMON PLEAS, PROBATE DIVISION,
THIS IS TO CERTIFY THAT THE FOREGOING IS
A TRUE AND CORRECT COPY OF THE DOCUMENT
ON FILE IN THIS OFFICE ENTERED 4-23-1852
WITNESS MY HAND AND SEAL OF SAID COURT
THIS 22nd DAY OF JAN. 1856
MELVIN C. RUEGER, Judge & C. Office Clerk
By *[Signature]* Deputy Clerk

EXHIBIT B

STATE OF OHIO GOVERNOR'S DEED TO THE TRUSTEES OF THE ESTATE OF ETHAN
STONE DATED APRIL 15, 1974 AND RECORDED ON APRIL 30, 1974

Reg. Ind. Bin. Ser. BX.

76-468
496-B

78-38-B
402-C

79-74-E
78-C
130

81-34-C
424-C

82-84-A

A19643

APR-30-74

22090

--DEB--K

300

Governor's Deed State of Ohio

KNOW ALL MEN BY THESE PRESENTS: that,

WHEREAS: JOSEPH T. FERGOUSON, Auditor of State, acting as State Supervisor of School and Ministerial Lands, pursuant to the provisions of Section 581.09 of the Ohio Revised Code, is authorized to execute a deed conveying to Trustees of the Estate of Ethan Stone

who has a 99-year lease, all right, title and interest, including the mineral rights and right of entry to certain real estate in Storrs Township, Hamilton County, Ohio

NOW, THEREFORE: THE STATE OF OHIO, by JOHN J. GILLIGAN, GOVERNOR, under and pursuant to the power and authority conferred by said Section and related Sections of the Revised Code, and in consideration of the premises and of the payment by Trustees of the Estate of Ethan Stone of the sum of Forty ----- 00/100 Dollars (\$ 40.00), receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustees of the Estate of Ethan Stone, their heirs and assigns forever, all right, title and interest, including the mineral rights and right of entry, in the following described real estate situated in the State of Ohio, County of Hamilton, Township of Storrs:

Situated in Hamilton County, Storrs Township:

Being the whole of said fractional section number twenty-nine (29) of the Miami Purchase. Consisting of 106 acres, more or less.

Subject to existing easements, rights of way, and legal highways.

REC'D FOR TRANS

74 APR 30 AM 11:42

HAMILTON COUNTY OHIO

Admission & Compliance Fee, \$10.00 U.S. Government is exempt from fee under Sec. 219.24(7)2.

JOS. L. DE COURCY, JR., AUDITOR
HAMILTON COUNTY, OHIO

TRANSFER NOT NECESSARY
JOS. L. DE COURCY, JR.
COUNTY AUDITOR

BOOK 3964 PAGE 920

Exhibit B

3970777

REC'D FOR RECORD
JUDSON HOY, RECORDER
HAMILTON COUNTY, OHIO

'74 APR 30 AM 11:48

RECORDED _____ BK
NO. _____ PG _____

NOT NOT NECESSARY
TO BE COPIED IN
COUNT AUDITOR

REC'D FOR RECORD
JUDSON HOY, RECORDER
HAMILTON COUNTY, OHIO

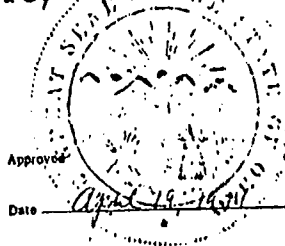
'74 APR 30 AM 11:48

RECORDED *Recd* BK
NO. *3964* PG *920*

119643

TO HAVE AND TO HOLD with all the privileges and appurtenances therunto belonging unto
Trustees of the Estate of Ethan Stone, their heirs
and assigns forever.

IN TESTIMONY WHEREOF, I, JOHN J. OLLIGAN, GOVERNOR, for and in the name of the State
of Ohio, have signed this deed at Columbus, Ohio and have caused the same to be countersigned by
the Secretary of State and the Great Seal of the State of Ohio to be hereunto affixed this 29th day
of April, 1974.



Approved

Date

William J. Brown
WILLIAM J. BROWN
Attorney General

BY *John J. Olligan*
JOHN J. OLLIGAN, Governor
Authorized Signature
(Ohio Revised Code Sec. 107.18)
BY *Ted W. Brown*
TED W. BROWN, Secretary of State

Deed registered in the Office of the Auditor of State
in Ministerial Lands
Volume 4, Page 81.

This instrument prepared by
JOSEPH T. FERGOUSON
Auditor of State

BOOK: 3964 PAGE: 921

EXHIBIT C

CONSENT AND RELEASE AGREEMENT EXECUTED BY
MAPLE KNOLL COMMUNITIES, INC. AND
THE CONVALESCENT HOSPITAL FOR CHILDREN AND ORPHAN ASYLUM

EXHIBIT C

CONSENT AND RELEASE AGREEMENT

THIS CONSENT AND RELEASE AGREEMENT (this "Agreement") is entered into by Maple Knoll Communities, Inc., an Ohio nonprofit corporation, and The Convalescent Hospital for Children and Orphan Asylum, an Ohio nonprofit corporation (each individually a "Beneficiary" and collectively, the "Beneficiaries"), in favor of Fifth Third Bank, Successor Trustee (the "Trustee") of the testamentary trust created under Paragraph 11 of the Last Will and Testament of Ethan Stone (the "Trust").

RECITALS

WHEREAS, the Beneficiaries are the two current beneficiaries of the Trust;

WHEREAS, pursuant to Paragraph 11 of the Trust, the Trustee is directed to collect ground rents reserved under perpetual lease on certain properties held in the Trust and to pay said ground rents in perpetuity to the Beneficiaries;

WHEREAS, the value of such remaining perpetual leases is of zero value as such leases are not income-producing, so the Trustee is unable to collect ground rents or make payments to the Beneficiaries; and

WHEREAS, the Trustee has proposed taking the following actions with respect to the Trust, and the Beneficiaries desire to consent to each such action: (i) termination of the Trust; (ii) issuance of quitclaim deeds to the owners of the properties currently held in the Trust. After taking these actions, the Trustee does not anticipate for there to be any remaining assets.

NOW THEREFORE, in consideration of good and valuable consideration, subject to the approval of the Probate Court of Hamilton County, Ohio, intending to be legally bound, the Beneficiaries agree as follows: *See below

1. The parties hereby incorporate the foregoing recitals into this Agreement as if fully rewritten herein.

2. Each Beneficiary:

(a) consents to (i) the termination of the Trust; (ii) the issuance of quitclaim deeds to the owners of the properties currently held in the Trust, releasing said properties from all obligations to the Trust for the payment of ground rents reserved under perpetual lease and transferring the Trust's interest in and to said properties to said owners.

(b) releases and forever discharges the Trustee, its successors and assigns, from any and all obligations, claims, debts, demands, liabilities, costs, expenses, attorney's fees, expert witness fees, actions or causes of action of any kind or nature whatsoever, whether legal, equitable or statutory, known or unknown, foreseen or unforeseen, accrued or not accrued, direct or indirect, which it, or any of them, ever had, now have, shall or may have in the future, upon or by reason of any event, matter or cause whatsoever arising from or relating to the termination of the Trust, the issuance of quitclaim deeds as described herein, or the distribution of any remaining Trust assets,**except as necessary to enforce the terms of this document or any related order or entry of the Court relating to same

*and Beneficiaries' executed approval of any related order or entry that is to be placed of record related hereto, which order or entry must expressly recite that Beneficiaries are not receiving nor shall they hold title to nor shall they have any obligation with regard to any Trust property.

3. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without giving effect to any conflict of law or choice of law provisions hereof that would compel the application of the substantive laws of any other jurisdiction.

4. This Agreement may be executed in counterparts, each of which shall be an original as against the party whose signature appears thereon, but all of which taken together shall constitute one and the same instrument. This Agreement shall become binding when any one or more counterparts hereof shall together bear the signature of all of the parties.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have executed this Agreement as of the dates set forth below.

BENEFICIARIES:

MAPLE KNOLL COMMUNITIES, INC.

Date: 6/27/18

By: [Signature]

Name: James P. Stahl

Title: CFO

THE CONVALESCENT HOSPITAL FOR
CHILDREN AND ORPHAN ASYLUM

Date: 1/30/2018

By: [Signature]

Name: Susan Shelton

Title: Chairman