



COURT OF COMMON PLEAS
PROBATE DIVISION
HAMILTON COUNTY, OHIO

IN RE: TESTAMENTARY TRUST OF
ETHAN STONE

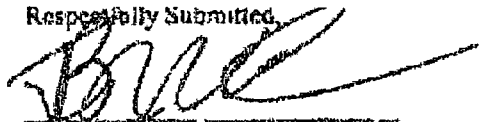
Case No 1900000176

: Judge Ralph Winkler

:
: **MEMORANDUM IN RESPONSE TO**
: **MOTION TO TERMINATE TRUST**
: **AND DISTRIBUTE ASSETS**
:

The Convalescent Hospital for Children and Orphan Asylum does not oppose the within Motion, provided that the Court enters judgment consistent with and attaching the Consent signed by this Beneficiary. That document is reattached here for the Court's convenience.

Respectfully Submitted,



Julia B. Meister (0065575)
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3957
Telephone: (513) 357-9330
Fax: (513) 381-0205
meister@taftlaw.com

*Attorney for The Convalescent Hospital for
Children and Orphan Asylum*

OF COUNSEL:

Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3957
(513) 381-2838
(513) 381-0205 (fax)

630.42

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon the following via regular U.S. Mail this 23rd day of July, 2018:

Lee M. Stautberg, Esq.
D. Renee Brunett, Esq.
Dinsmore & Shohl, LLP
225 East Fifth Street, Suite 1900
Cincinnati, OH 45202
*Counsel for Plaintiff, Fifth Third Bank, Successor
Trustee*

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

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



Julia B. Meister

EXHIBIT CCONSENT 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: 11/20/2018

By: [Signature]

Name: Susan Shelton

Title: Chairman