THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS SUPERIOR COURT

Docket No. 08-E-0053

In the Matter of the Liquidation of
Noble Trust Company

LIQUIDATOR'S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENTS WITH RONALD P. KAUFFMAN AND RELATED ENTITIES, PNC BANK AND OHIO ATTORNEY GENERAL

Glenn A. Perlow, Bank Commissioner for the State of New Hampshire, in his capacity as liquidator (the "Liquidator") of Noble Trust Company and Aegean Scotia Holdings, LLC ("Noble Trust" and "Aegean Scotia," respectively), by his attorneys, the Office of the New Hampshire Attorney General and Sheehan Phinney Bass + Green, Professional Association, hereby moves for the entry of an order approving three separate, but related settlement agreements arising out of a dispute concerning real property in Ohio and associated litigation. The settlement agreements are by and between the Liquidator[1] and each of the entities as follows: (i) Ronald P. Kauffman ("Mr. Kauffman") in his individual capacity and, in his capacities as purported trustee of the Ronald P. Kauffman Charitable Trust dated December 21, 2001 (the "Unitrust") as grantor of the Ronald P. Kauffman Irrevocable Trust dated September 6, 2007 (the "Beneficiary Trust"), and as grantor of the Ronald Kauffman Trust (the CS Trust), executed by the parties on May 8, 2014 and June 1, 2014 (the "Kauffman Settlement Agreement"); (ii) the Ohio Attorney General (the "Ohio AG") executed by the parties on May 25, 2012 and June 4, 2012 (the "Ohio AG Settlement Agreement"); and (iii) PNC Bank, National

[1] At the time of the execution of the Settlement Agreements with PNC and the Ohio AG, Robert A. Fleury was the Liquidator of Noble Trust. On February 1, 2013, Glenn A. Perlow was appointed by order of this Court the successor Liquidator of Noble Trust. As successor Liquidator, Mr. Perlow endorses the Settlement Agreements and hereby moves for their approval.

Association ("PNC") executed by the parties on October 13, 2011 and October 21, 2011 (the "PNC Settlement Agreement"). See Exhibits 1-3 for copies of the Kauffman Settlement Agreement, the Ohio AG Settlement Agreement and the PNC Settlement Agreement (collectively, the "Settlement Agreements").[2] This Motion is supported by the Affidavit of Robert A. Fleury dated July 30, 2014 (the "Fleury Affidavit") and the Confidential Affidavit of Robert A. Fleury dated July 30, 2014. In support of this Motion, the Liquidator states as follows:

Background

1. In 2003, Noble Trust was organized and chartered under the laws of the State of New Hampshire as a non-depository banking corporation, and subject to regulation by the New Hampshire Banking Department (the "Banking Department").

2. As a result of irregularities discovered by the Banking Department's 2008 examination of Noble Trust, on February 11, 2008, Commissioner Peter Hildreth commenced a liquidation proceeding by filing a Verified Petition for Liquidation (the "Liquidation Petition") in this Court, seeking the appointment of a liquidator for Noble Trust pursuant to RSA 395:1, as well as related injunctive relief against Noble Trust pending the Court's ruling on the Liquidation Petition (the "Liquidation Proceeding").

3. On March 27, 2008, this Court entered an order (the "Liquidation Order") appointing Commissioner Hildreth as liquidator of both Noble Trust and its parent company, Aegean Scotia. The Liquidator is the duly appointed successor liquidator of Noble Trust and Aegean Scotia by order of this Court dated February 1, 2013.

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[2] In accordance with the Court's Order Establishing Settlement Agreement Review Procedures dated December 5, 2012, redacted copies of the Kauffman Settlement Agreement and PNC Settlement Agreement are attached hereto as Exhibits 1 and 3 (there are no redactions to the Ohio AG Settlement Agreement) and the unredacted Kauffman Settlement Agreement and PNC Settlement Agreement have been submitted to the Court with the Confidential Affidavit of Robert A. Fleury dated July 30, 2014. Parties wishing to review the unredacted Kauffman Settlement Agreement and PNC Settlement Agreement may do so by contacting the Office of the Liquidator and following the Court approved procedures, including the execution of a confidentiality agreement.

4. Prior to the commencement of the Liquidation Proceeding, Mr. Kauffman, formed the Unitrust on December 21, 2001, see Exhibit 4, and funded it with the conveyance of the real estate known as 1470 West Sandusky Avenue, Bellefontaine, Ohio (the "Real Estate") to the Trustee, National City Bank ("National City"). The deed funding the Unitrust was recorded on December 28, 2001 at the Logan County, Ohio Recorder's Office. See Exhibit 5.

5. The Unitrust initially named National City as trustee. The provisions of the Unitrust provided for an annual payment to Ronald P. Kauffman of 10% of the net fair market value of the assets of the trust, with a remainder interest going to Grace Brethren Church (the "Church") and Cedarville University (the "University") (collectively, the "Charities").

6. The Unitrust (paragraph 15) reserved to Mr. Kauffman the contractual right to remove any trustee of the Unitrust and designate a successor corporate trustee of the Unitrust. On September 10, 2007, Mr. Kauffman removed National City as Trustee of the Unitrust and designated Noble Trust as Successor Trustee of the Unitrust by delivery of a Notice of Change of Trustee, which was received by National City's authorized representative on September 14, 2007. See Exhibit 6. As a result, Noble Trust became the Trustee of the Unitrust and, thus, the legal owner of the Real Estate. Mr. Kauffman expected Noble Trust to sell the Real Estate and invest the resulting proceeds on behalf of the Unitrust.

7. At the time that Noble Trust became the trustee of the Unitrust, the Real Estate was not generating any income. At no time between the time that Noble Trust became the trustee and the time that Noble Trust came under the control of first a conservator and then the Liquidator did the Real Estate generate any income. During the time period when the Real Estate was not generating any income, Mr. Kauffman received $13,333.32 from Noble Trust (the "Transferred Cash") through four monthly payments of $3,333.33 each. Noble Trust did not

receive reasonably equivalent value or fair and adequate consideration for the Transferred Cash from Mr. Kauffman or the Unitrust.

8. On October 15, 2007, National City, by its officer, executed a Quit Claim Deed prepared by Mr. Kauffman purporting to transfer the Real Estate to the Unitrust. See Exhibit 7. Following the entry of the Liquidation Order, the Liquidator sent a notice to all Noble Trust clients, of which Mr. Kauffman was one, advising them of his appointment as Liquidator and enclosing the Liquidation Order. See Exhibit 8. Notwithstanding the notice of the Liquidation Proceeding and the Liquidation Order, on April 1, 2008, Mr. Kauffman purported to remove Noble Trust as trustee of the Unitrust and to appoint himself as Trustee. See Exhibit 9. Mr. Kauffman intended the Notice of Removal to divest Noble Trust of its interest in the Unitrust and the Real Estate.

9. The Liquidator contends that the removal of Noble Trust as Trustee was ineffective because the act violated the terms of the Liquidation Order. To this end, on April 4, 2008, the Liquidator, through counsel, sent Mr. Kauffman a letter reminding him of the entry of the injunction and enclosing a copy of the Liquidation Order. The letter advised him that he was enjoined from removing Noble Trust as trustee and informed him that the Liquidator would take such actions as were necessary to secure the property. See Exhibit 10. On April 21, 2008, the Liquidator sent a Notice of Possession of Noble Trust to Mr. Kauffman. See Exhibit 11.

10. On June 25, 2008, Mr. Kauffman responded to the Liquidator by letter. Among other things, Mr. Kauffman asserted that he did not need the consent of Noble Trust or the Liquidator to appoint a successor trustee. He further claimed that the Liquidation Order did not preclude him from transferring title to the Real Estate to a new trustee. He also stated that there would be "no proceeds of the sale to be held by the Merrimac (sic) County Superior Court,"

asserting that the contract buyer's $320,000 (sic) balloon payment obligation was not an asset derived from the sale of the Real Estate. See Exhibit 12. At no time did Mr. Kauffman file a motion with the Merrimack County Superior Court asking for a modification of the Liquidation Order or leave to transfer the Real Estate.

11. On August 19, 2008, National City, acting by its Vice President and in concert with Mr. Kauffman, executed what purported to be a corrective deed prepared by Mr. Kauffman providing for the transfer of the Real Estate to himself as Successor Trustee of the Unitrust. See Exhibit 13. Mr. Kauffman subsequently executed a deed for the Real Estate on September 23, 2008 to Pinnacle Management Group LLC ("Pinnacle"). See Exhibit 14.

12. In 2010, the Real Estate was the subject of multiple transactions. On February 18, 2010 Mr. Kauffman executed a Land Contract for the sale of the Real Estate to the Solid Rock Baptist Church ("Solid Rock"). See Exhibit 15. On or about June 18, 2010, Pinnacle conveyed the Real Estate back to Mr. Kauffman by limited warranty deed. See Exhibit 16. On July 16, 2010, Mr. Kauffman executed an additional Land Contract for the sale of the Real Estate to Solid Rock. See Exhibit 17.

13. On a matter separate to Mr. Kauffman's designation of Noble Trust as trustee of the Unitrust, on July 17, 2007, Mr. Kauffman established the Ronald P. Kauffman Irrevocable Life Insurance Trust (individually, the "Beneficiary Trust"), which designated Noble Trust as the trustee. On August 17, 2007, Mr. Kauffman established the Ronald P. Kauffman CS Trust (individually, the "CS Trust") (collectively, the "Life Insurance Trusts"), of which Wells Fargo was the trustee and Noble Trust was the trust protector. The CS Trust borrowed money from Credit Suisse to fund premiums for a life insurance policy on the life of Mr. Kauffman, issued by PHL Variable Insurance Company ("PHL") to the Beneficiary Trust on September 6, 2007. The

Beneficiary Trust was the beneficiary of the CS Trust. By order dated October 17, 2013, this Court approved a settlement between the Liquidator and PHL that terminated numerous life insurance policies issued by PHL to Noble Trust clients, including the policy issued to Mr. Kauffman.

14. Mr. Kauffman has filed a Proof of Claim in the Liquidation Proceeding.

15. PNC Bank purchased National City in October 2008, is the successor in interest to National City, and stands in the shoes of National City for purposes of this litigation.

16. On September 14, 2010, the Liquidator initiated an action in the Common Pleas Court of Logan County, Ohio (the "Ohio Court"), which action is known as Robert A. Fleury v. Ronald P. Kauffman, et al., CV 10-099-0462 (the "Ohio Action"). The Complaint was brought against Mr. Kauffman, Solid Rock and PNC and seeks rents and profits, declaratory relief, an accounting, appointment of a receiver, and alleged tortious interference. The Ohio Action also named the Charities as indispensable parties. When the Charities subsequently disclaimed their interest in the Unitrust, the Charitable Division of the Ohio AG's office stepped in as representative of the charitable interests in the Ohio Action.

17. Mr. Kauffman, Solid Rock and PNC have answered the Complaint denying liability and asserting numerous defenses.

The Noble Trust Ponzi Scheme

18. Colin Lindsey was operating Noble Trust as a Ponzi scheme at the time that it became co-trustee of the Trust. Between the time when Noble Trust sustained its undisclosed losses due to the soured investments in Sierra Factoring, LLC, (the "Sierra Investments") and the time when the Banking Department took control of Noble Trust, Noble Trust continued to solicit and accept funds from clients totaling at least $4.5 million under the same promise of 12%

returns that had been made to existing clients. Fleury Affidavit ¶ 16. Instead of investing the new clients' money in legitimate investments, however, Noble Trust used some of these funds to pay fictitious profits to other clients and to redeem principal and pay interest to clients who terminated their relationship with Noble Trust. Id. However, the flow of incoming investments was insufficient for Lindsey and Noble Trust to maintain the concealment of the Sierra Investment losses. Id.

19. To continue the fraudulent concealment of its losses and perpetuate the Noble Trust Ponzi scheme, Lindsey devised and carried out a plan based upon the procurement and issuance of life insurance policies for the elderly, generally with face values between $3 million and $10 million. Fleury Affidavit ¶ 17. At Lindsey's direction, Noble Trust, acting as trustee or trust protector, caused applications to be submitted to various insurers. Many of the applications misrepresented the applicants' net worth or income, or averred that coverage was being sought as a means of individual estate planning. Id. Many of the insurance policy applications misstated the source of the premium financing, the terms of the premium financing, or both. Id. In reality, many of the individual insureds were persuaded to apply for insurance in part through promises of profits from the sale of their policies on the lucrative secondary market after the contestability period expired. Id. These insureds had little or no expectation that either they, or any other person with an insurable interest in their lives, would ever receive any death benefit from the policies. Id.

20. In most cases, once the policies were procured and issued, the insureds were not required to pay *any* premiums to keep the policies in force through the end of the two year contestability period. Fleury Affidavit ¶ 18. Instead, the premiums were paid on their behalf by means of limited-recourse premium financing loans (the "Premium Finance Loans"). Generally,

neither the insured nor any other individual had personal liability for repayment of the Premium Finance Loans; recourse was limited to the insurance trust, the sole asset of which was the life insurance policy. Id. The Premium Finance Loans were often funded by other Noble Trust clients and their trusts, investment management accounts or individual retirement accounts. Id. Thus, the insureds under the policies were promised and received "something for nothing" – they paid no premiums, incurred no personal liability for the Premium Finance Loans, and were promised large windfalls for selling their policies after the contestability period expired. In the case of some of policies financed by Credit Suisse, as Mr. Kauffman's policy was, the insureds were required to give a limited personal guarantee of twenty-five percent of premiums paid.

21. In most instances, when the policies were placed in force, Lindsey or Balcarres Group, LLC[3] were paid substantial commissions (the "Commissions") directly by the insurers or indirectly by the agents and producers that submitted the policy application. Fleury Affidavit ¶ 19. The Commissions were often equal to or greater than the first year annual premium for the policy. Some of the proceeds of the Commissions were used to fund premium payments for other policies or to repay other Premium Finance Loans. Other proceeds of the Commissions were used to cover up the loss of the Sierra Investments through distributions of fictitious profits or the repayment of principal to Noble Trust clients who had invested in Sierra, thus making it appear that the Sierra Investments were still performing according to their terms. Id. Upon information and belief, Lindsey and Noble Trust also intended to sell some of the policies (or the beneficial interests therein) on the lucrative secondary market to perpetuate the Noble Trust Ponzi scheme and continue to cover up the Sierra losses. Id.

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[3] Lindsey also served as president or managing member of Balcarres, a Nevada limited liability company. Both Lindsey and Balcarres were licensed by the New Hampshire Insurance Department and acted as insurance brokers in procuring insurance policies for the benefit of Noble Trust's clients. Pursuant to this Court's Order dated November 13, 2009, the assets of Balcarres were declared to be property of the Liquidation Proceeding.

22. Thus, Noble Trust was operated as a Ponzi scheme that utilized fresh investment funds from its clients and the Commissions to pay fictitious profits to its existing investors, to return principal to investors and to fund limited recourse Premium Finance Loans. Fleury Affidavit ¶ 20.

Summary of Settlement Agreements[4]

23. To resolve his claims in the Ohio Action against Mr. Kauffman and PNC, the Liquidator has reached three separate but related Settlement Agreements: (i) the PNC Settlement Agreement; (ii) the Ohio AG Settlement Agreement; and (iii) the Kauffman Settlement Agreement. Each Settlement Agreement is subject to this Court's approval. Upon this Court's approval of the Settlement Agreements, the Ohio Action will be dismissed as to Mr. Kauffman and PNC. The Liquidator's claims against Solid Rock in the Ohio Action remain unresolved.

Kauffman Settlement Agreement

24. Mr. Kauffman is a defendant in the Ohio Action in his individual capacity, as grantor and purported trustee of the Unitrust, and as grantor of the Beneficiary Trust. The Liquidator has reached a settlement with Mr. Kauffman, pursuant to which he is entitled to keep the funds already paid by Solid Rock pursuant to its contract. Whether those funds will ultimately be treated as rent or credited towards any purchase price paid by Solid Rock is yet to be determined. Mr. Kauffman has agreed that the Real Estate shall constitute property of the liquidation estate and shall be subject to sale by the Liquidator in the course of these proceedings. The Liquidator has also agreed that, upon the sale of the Real Estate, Mr. Kauffman is entitled to keep the first $13,000 of the sale proceeds to compensate him for

[4] Notwithstanding the recitation in this Motion of the terms of the Settlement Agreements, this is a summary only and all parties in interest are urged to read the Settlement Agreements. In the event of any conflicts or inconsistencies between the summary contained in the Motion and the terms of the Settlement Agreements, the terms of the Settlement Agreements shall control.

improvements he made to the property since the appointment of the Liquidator. Subject to a $34,000 cap and after the payment of certain costs, Mr. Kauffman would also receive funds being paid into escrow by Solid Rock while it continues to occupy the Real Estate. Upon the sale of the Real Estate, the Liquidator and Mr. Kauffman would then share in the proceeds such that the Liquidator would retain 47.75% of any net proceeds and Mr. Kauffman would retain the balance. Any funds that the Liquidator receives would be property of the liquidation estate and be available for distribution.

25. Pursuant to the Kauffman Settlement Agreement, the Liquidator and the Settling Parties shall mutually release each other from any and all claims that arise out of or relate in any way to the Ohio Action, the claims in the petition or related transactions, including the termination of the life insurance policy issued on Mr. Kauffman's life by PHL, which termination was approved by this Court by a prior order. Without limiting the generality of the release and in connection therewith, Mr. Kauffman specifically assigns any and all claims or proofs of claims (and the right to file or amend any claims or proofs of claims) in the Liquidation Proceeding to the Liquidator.

Ohio AG Settlement Agreement

26. The Ohio Action also named the Charities as indispensable parties. When the Charities subsequently disclaimed their interest in the Unitrust, the Charitable Division of the Ohio AG's office stepped in as representative of the charitable interests in the Ohio Action.

27. The Liquidator has reached a settlement with the Ohio AG pursuant to which the two parties have agreed that the present value of the charitable remainder interest is $7,500. In order for the Liquidator to come to a final settlement with respect to any charitable interest in the Real Estate, whether or not the Real Estate is ultimately sold, the Liquidator has agreed to pay

the Ohio AG $7,500, in return for which the Ohio AG has agreed to transfer any residual interests in the Real Estate to the Liquidation Estate. The Liquidator paid this sum to the Ohio AG's office, where it is being held in escrow until final approval of the Ohio AG Settlement Agreement. Following final approval of the Ohio AG Settlement Agreement, it would then be the responsibility of the Ohio Court to name a new charity to be the recipient of these funds. Upon final approval of the Ohio AG Settlement Agreement by this Court and the Ohio Court, the Liquidator shall move to dismiss with prejudice the Ohio Action as it pertains to the Charities.

28. On July 6, 2012, the Ohio Court entered an order staying all proceedings as to the Ohio AG pending final approval of the Ohio AG Settlement Agreement by this Court.

29. Pursuant to the Ohio AG Settlement Agreement, both the Ohio AG and the Liquidator shall release each other from all claims. Both parties believe that the $7,500 represents a fair estimate of the present value of the remainder interest that the charities have. Both have also determined that it is likely that the expense of this litigation could serve to reduce the funds ultimately made available for charitable purposes.

PNC Settlement Agreement

30. The Liquidator and PNC have agreed to adjust and settle all disputes, claims or charges of any kind that may exist between them in any way arising or relating to the Ohio Action, the Unitrust, Mr. Kauffman, Noble Trust, the liquidation of Noble Trust and the Real Estate. See Exhibit 3.

31. On November 1, 2011, the Ohio Court entered an order staying all proceedings as to the PNC Bank pending approval by this Court of the PNC Settlement Agreement.

32. Under the PNC Settlement Agreement, upon final approval, PNC is to pay a confidential sum to the Liquidator in exchange for the releases being given. Once approved by

the Court, the Liquidator shall move to dismiss with prejudice his claims in the Ohio Action against PNC. The funds would then become part of the liquidation estate and available for general distribution. Upon approval of the PNC Settlement Agreement, both PNC and the Liquidator shall release each other from all claims. Absent approval of the PNC Settlement Agreement, it is likely that the expense of the litigation as it relates to PNC would outweigh any likely recovery from PNC.

The Settlement is a Fair and Reasonable Resolution of the Parties' Dispute

33. Noble Trust is Trustee of the Unitrust and in that capacity it has legal title to the Real Estate. Under the terms of the Liquidation Order, the Liquidator is authorized and directed to take control of all Noble Trust's assets, specifically including assets held in trusts as to which Noble Trust is trustee, and to preserve and liquidate them for the benefit of Noble Trust's clients and creditors. The Liquidation Order provides that, "The Liquidator is directed forthwith to take possession of and secure the assets, property, books, records, accounts, and other documents of [Noble Trust], Balcarres, and Aegean Scotia and to administer them under the orders of this Court, and is vested with exclusive possession, custody and control of all of the property . . . of [Noble Trust], Balcarres and Aegean Scotia, wherever located and by whomever possessed . . ." Id. at 3, ¶ (d). The Liquidator is also "authorized to transfer, invest, re-invest and otherwise deal with the assets and property of [Noble Trust] and Aegean Scotia as to effectuate their liquidation . . . ." Id. at 3, ¶ (e).[5] Lest there should be any doubt, the Liquidation Order expressly provides that, for purposes of the Noble Trust liquidation, Noble Trust shall include "all sub-trusts and

[5] The Liquidator is not acting as trustee, co-trustee, or trust protector for any of the trusts or sub-trusts established by Noble Trust for its clients. The Liquidation Order does not confer that status on the Liquidator, and the Liquidator has not sought that status except upon motion to the Court for specified purposes.

protected trusts in which [Noble Trust] holds an interest, whether directly or indirectly." Id. at 3, ¶ (b).

34. The Liquidator's treatment of the Real Estate pursuant to the Settlement Agreements is consistent with prior settlements agreements approved by this Court and, more generally, the treatment of assets that remain in a Ponzi scheme when the scheme is discovered and terminated. Courts in Ponzi scheme cases uniformly endorse the pooling of assets and pro rata distribution where "the funds of the defrauded victims were commingled and where victims were similarly situated with respect to their relationship to the defrauders." Kathy Bazoian Phelps & Steven Rhodes, The Ponzi Book: A Legal Resource for Unraveling Ponzi Schemes § 6.05[1][b] (2012) (quoting S.E.C. v. Credit Bancorp, Ltd., 290 F.3d 80, 88-89 (2d Cir. 2002)); see also Cunningham v. Brown, 265 U.S. 1, 13 (1924); U.S. v. Durham, 86 F.3d 70, 72 (5th Cir. 1996); Hirsch v. Arthur Anderson & Co., 72 F.3d 1085, 1088 n.3 (2d Cir. 1995); S.E.C. v. Elliott, 953 F.2d 1560, 1569 (11th Cir. 1992); S.E.C. v. Byers, 637 F.Supp.2d 166, 179-80 (S.D.N.Y. 2009); Jobin v. Youth Benefits Unlimited (In re M&L Bus. Mach. Co.), 164 B.R. 148, 151 (D. Colo. 1994); Gaffney v. Rubino (In re Builders Capital & Servs., Inc.), 317 B.R. 603, 611 (Bankr. W.D.N.Y. 2004); Henderson v. Allred (In re W. World Funding, Inc.), 54 B.R. 470, 475-76 (Bankr. D. Nev. 1985). Courts have deemed these equitable principles "especially appropriate for fraud victims of a 'Ponzi scheme' . . . . In such a scheme, whether at any given moment a particular customers' assets are traceable is 'a result of the merely fortuitous fact that the defrauders spent the money of other victims first.'" Credit Bancorp, 290 F.3d at 89 (internal citations omitted). Such cases "call strongly for the principle that equality is equity . . . ." Cunningham, 265 U.S. at 13.

35. Courts in Ponzi scheme liquidations and receiverships have applied the principle of pooling even where a claimant can identify its asset among the property of the estate. For instance, in S.E.C. v. Elliott, investors in a Ponzi scheme transferred identifiable securities to the Ponzi perpetrator. Prior to the receivership, the perpetrator sold some, but not all, of the securities. The investors objected to the pooling and ratable distribution of their identifiable securities, but the trial court approved the receiver's plan and the Eleventh Circuit affirmed, holding that:

> These investor/appellants are attempting to recover the securities that Elliott retained with their names on them. Legally, these investors occupy the same position as the other investors whose securities were sold. All investors were defrauded. All investors were cleverly persuaded to part with their securities. . . . "To allow any individual to elevate his position over that of other investors similarly 'victimized' by asserting claims for . . . reclamation of specific assets . . . would create inequitable results, in that certain investors would recoup 100% of their investment while others would receive substantially less. . . . [I]n the context of this receivership the remedy . . . to trace and reclaim specific assets . . . is disallowed as an inappropriate equitable remedy." We cannot say that the district court abused its discretion . . . . A district court has broad powers and wide discretion to determine the appropriate relief in an equity receivership. . . . [S]ince these creditors occupied the same legal position as other creditors, equity would not permit them a preference; for "equality is equity."

S.E.C. v. Elliott, 953 F.2d at 1569-70 (internal citations omitted). Similarly, in Credit Bancorp, the Second Circuit considered "whether shares of stock transferred to a company that defrauded the transferor and numerous other victims can be included in the receivership estate of the defrauding company for purposes of a *pro rata* distribution to the defrauded victims." Credit Bancorp, 290 F.3d at 82. The court noted that the particular investor's "claim is distinguishable from that of many of CBL's customers only in that the eight million Vintage Petroleum shares it deposited were not converted into cash and are currently being held in CBL's brokerage

accounts." Id. at 85. The court then rejected the investor's arguments for reclamation and affirmed the district court's distribution scheme:

> [W]hatever . . . interest [the investor] might have in the . . . shares . . . does not defeat the equitable authority of the District Court to treat all the fraud victims alike . . . and order a *pro rata* distribution. Courts have favored *pro rata* distribution of assets where, as here, the funds of the defrauded victims were commingled and where victims were similarly situated with respect to their relationship to the defrauders. . . .

Id. at 89 (internal citations omitted).

36. In the absence of the Settlement Agreements, the Liquidator would seek to have the Real Estate and the proceeds thereof declared property of the liquidation estate available for ratable distribution to the creditors of Noble Trust. Mr. Kauffman would contend that the Real Estate is the property of the Trust that he established and that the Real Estate and its proceeds should be set apart from the other assets of the liquidation estate and distributed exclusively to the Trust. Fleury Affidavit ¶ 26. PNC would deny all liability defend against the Ohio Action. Finally, the settlement with the Ohio AG and the resolution of the charitable interest in the Real Estate is instrumental in allowing the disposition of the property to go forward without issue.

37. The Settlements Agreements are the result of arms-length negotiations between the parties and their counsel and are fair, reasonable and adequate resolution of the parties' disputes. In order to avoid the additional time, expense and resources that continued litigation of the Ohio Action would undoubtedly consume, and the attendant uncertainty of outcome associated with such litigation, the Liquidator, PNC, the Ohio AG and Mr. Kauffman negotiated the Settlement Agreements, which by their terms do not become effective unless and until final approval by this Court.

38. The Settlement Agreements maximize the value of the liquidation of Noble Trust by relieving further costs and potential risk of continued litigation with the parties, and provides

for, among other things, (i) payment from any sale of the Real Estate (in accordance with the terms of the Kauffman Settlement Agreement), eliminating any collection risk if the Liquidator were compelled to obtain judgments against Mr. Kauffman, (ii) release of any and all of the claims in the Liquidation Proceeding that Mr. Kauffman filed or could have filed. The Settlement Agreements also clarify the Liquidator's control over the disposition of the Real Estate.

39. Accordingly, the Liquidator believes that approval of the Settlement Agreements is in the best interests of Noble Trust, its creditors, and all parties in interest. See In re Liquidation of The Home Ins. Co., 154 N.H. 472, 489-90 (2006).

40. Notice of this Motion and the Fleury Affidavit have been furnished to counsel of record and other parties in interest as evidenced on the certificate of service submitted to the Court herewith.

WHEREFORE, the Liquidator requests that the Court (i) enter an order, in substantially the same form submitted herewith as Exhibit 18, granting the Motion and approving the Settlement Agreements, and (ii) grant the Liquidator such other and further relief as is just.

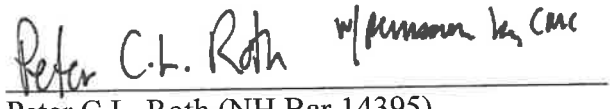
Respectfully submitted,

Dated: August 12, 2014

GLENN A. PERLOW, BANK COMMISSIONER OF THE STATE OF NEW HAMPSHIRE, AS LIQUIDATOR OF NOBLE TRUST COMPANY

By his attorneys,

ANN M. RICE, DEPUTY ATTORNEY GENERAL



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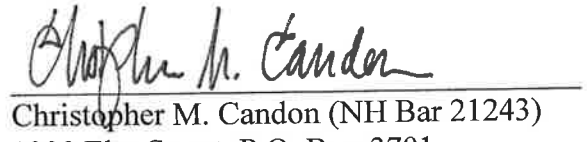

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EXHIBIT 1

Execution Copy

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of the ___ day of _____, 2014, between Glenn A. Perlow, Bank Commissioner of the State of New Hampshire, in his capacity as liquidator of Noble Trust Company ("Noble"), and Ronald P. Kauffman, each as further defined below.

1. Certain Definitions. Irrespective of capitalization, the word, term or phrase:

a. "Charitable Trust" means the Ronald P. Kauffman Charitable Remainder Unitrust dated December 21, 2001, which has been referred to by other names on occasion, including the "Ronald P. Kauffman Charitable Remainder Trust, but are all one and the same Charitable Trust.

b. "Church" and "Church Guarantor" mean the Solid Rock Baptist Church, of Logan County, Ohio, and the Grace Baptist Church, of Delaware, Ohio, respectively.

c. "Claim" or "Claims" means and includes controversies, demands, indebtedness, causes of action, cross claims, counterclaims, third party claims, equitable and statutory rights, judgments, damages, losses, costs and expenses and other claims of any nature whatsoever, whether in law or in equity, asserted or unasserted, known or unknown, fixed or contingent.

d. "Effective Date" shall mean the date upon which all conditions precedent set forth in this Agreement shall have been fully satisfied.

e. "Final Order" shall mean an order entered by the Liquidation Court or the Ohio Court, as the case may be, that shall have become final and non-appealable or, in the event of an appeal, has been affirmed after all appeals therefrom have been exhausted.

f. "Life Insurance Trusts" means and includes The Ronald P. Kauffman CS Trust dated 8/16/2007(individually, the "CSLI Trust"), the beneficiary of which is a trust known as the Ronald P. Kauffman Irrevocable Life Insurance Trust dated July 17, 2007 (individually, the "Beneficiary Trust").

g. "Liquidation Proceeding" and "Liquidation Court" mean, respectively, the proceeding captioned *In the Matter of the Liquidation of Noble Trust Company*, which is pending in the Superior Court for Merrimack County, New Hampshire (Docket No. 08-E-0053) (collectively with the Ohio Proceeding, the "Proceedings").

h. "Liquidation Property" means and includes all of the assets of the Charitable Trust including, without limitation, (i) the real estate, together with the building or buildings and other improvements thereon, commonly known as 1470 W. Sandusky Street, Bellefontaine, Ohio (the "Real Estate"); (ii) the Land Installment Contract dated July 16, 2010 pertaining thereto (the "Church Installment Sale Agreement"); (iii) the guarantee of the Church Guarantor given to the Trust in connection with the Church Installment Sale Agreement (the "Church Guaranty"), and (iv) the rents, profits and other proceeds of the Liquidation Property, whether now existing or arising from time to time hereafter.

i. "Liquidator" means Glenn A. Perlow, Bank Commissioner of the State of New Hampshire, in his capacity as liquidator of Noble Trust Company, including any and all of his predecessors and successors.

j. "Ronald P. Kauffman" or "Mr. Kauffman" means Ronald P. Kauffman, individually and in all capacities in which he asserts the authority to act for or acts for the Charitable Trust,

k. "Ohio Proceeding" and "Ohio Court" mean, respectively, the proceeding captioned *Fleury v. Kauffman*, which is pending in the Common Pleas Court of Logan County, Ohio (Docket No. CV-10-09-0462).

l. "Phoenix Policy" means the life insurance policy issued by PHL Variable Insurance Company ("Phoenix") to the CSLI Trust (Policy Number 97521867, dated September 6, 2007).

m. "Phoenix Settlement Agreement" means the Settlement and Release Agreement dated as of June 24, 2010 between the Liquidator and Phoenix.

n. "Proof of Claim" means the Proof of Claim filed by or on behalf of Mr. Kauffman and/or the Charitable Trust in the Liquidation Proceeding designated as NTC No. 43.

2. Premises of Agreement. This Agreement has been entered into by the parties for the purpose of compromising and settling any and all claims, causes of action, demands, liabilities, obligations of any nature whatsoever, whether at law or at equity which either Party may have had, may have or might hereafter have on account of the claims made or

circumstances, events or facts alleged in the Liquidation Proceeding (including in Mr. Kauffman's Proof of Claim) and the Ohio Proceeding, save only for those arising from a future breach of, or default under this Agreement. With respect to the Liquidation Property, the Parties agree that:

a. The Liquidation Property constitutes property of the estate of Noble administered by the Liquidator in the Liquidation Proceeding over which the Liquidation Court has primary jurisdiction.

b. Subject only to the terms hereof and such orders as have been or may hereafter be entered by the Liquidation Court, the Liquidator has the sole and exclusive right to administer, sell or otherwise dispose of the Liquidation Property as part of the Liquidation Estate and pool the proceeds thereof for the benefit of the liquidation estate to the extent allowed by the Liquidation Court, free and clear of the Proof of Claim and all other claims filed or asserted by or on behalf of Mr. Kauffman, the Charitable Trust or the Life Insurance Trusts, all of which shall be compromised and settled as provided for herein.

3. Settlement Approval.

a. Mr. Kauffman hereby consents to the Ohio AG Settlement Agreement, which was filed with the Ohio Court on June 20, 2012, and a copy of which is attached as Exhibit A (the "Ohio AG Settlement").

b. Mr. Kauffman shall use his best efforts to cause the Church and the Church Guarantor to execute and deliver to the Liquidator a Consent and Estoppel Agreement in form and substance satisfactory to the Liquidator and Mr. Kauffman (the "Church Consent") in

which they (i) represent and warrant to the Liquidator and Mr. Kauffman that the Church Installment Sale Agreement and Church Guaranty constitute and shall continue to constitute valid and enforceable, legally and equitably binding financial liabilities and obligations which are and shall be enforceable in accordance with their terms and conditions and that neither of them has any offsets, recoupments, counterclaims or defenses against Mr. Kauffman, the Charitable Trust or the Insurance Trust or the Liquidator; (ii) consent to this Settlement Agreement and agree to be bound hereby insofar as it affects or pertains to the Church Installment Sale Agreement or their rights, title and interests in the Liquidation Property thereunder; and (iii) certify that they are estopped from doing or taking any act or action or executing any document that would breach or repudiate anticipatorily their financial liabilities and other obligations under the terms of the Church Consent, the Church Installment Sale Agreement, or the Church Guaranty.

4. Binding Effect. This Settlement Agreement shall be binding on the parties hereto upon the later of (i) the date on which the Ohio Court enters a final order or orders approving both this Settlement Agreement and the Ohio AG Settlement Agreement (the "Ohio Court Approval Orders") and (ii) the date on which the Liquidation Court enters a final order approving both this Settlement Agreement and the Ohio AG Settlement Agreement (the "Liquidation Court Approval Orders").

5. Sale, Liquidation or Disposition by Liquidator in Liquidation Proceeding; Proceeds and Further Assurances.

a. The Liquidation Property shall be administered and sold or otherwise disposed of by the Liquidator as part of the Liquidation on such terms and conditions as the

Liquidator in the exercise of his business judgment deems appropriate subject only to the terms of this Agreement and such further orders as may be entered by the Liquidation Court.

b. The Liquidator may ask the Liquidation Court for permission to act as the Trustee of the Charitable Trust on a limited basis for the purpose of concluding a sale, liquidation or other disposition of the Liquidation Property, but shall have no liability to any person or entity for any act or action done or taken in connection therewith or any document executed in connection therewith.

c. In furtherance of this Agreement, the parties shall direct Solid Rock Baptist Church to pay over to the Liquidator the sums being held in escrow by the Church for distribution pursuant to this Agreement.

d. Mr. Kauffman shall (i) grant, assign, transfer and set over unto the Liquidator or his nominee the Church Installment Sale Agreement, the Church Guaranty, and any causes of action, equitable and statutory rights and other claims and rights (whether legal or equitable) thereunder, whether now existing or arising hereafter (collectively, "claims") and (ii) at the Liquidator's request, execute any and all documents and perform any and all actions necessary or appropriate to effectuate the transactions contemplated herein, including with respect to the sale of the Liquidation Property (whether such property is sold under the Church Installment Sale Agreement, or otherwise).

e. Mr. Kauffman shall take all steps necessary to name the Liquidator as loss payee on any and all policies of insurance relating to the Real Estate immediately upon the execution of this Agreement.

f. Mr. Kauffman shall do, execute or cause to be done or executed all such acts and documents as may be reasonably requested by the Liquidator in connection with (i) the collection of monies due from the Church or the Church Guarantor; (ii) the sale of the Real Estate to the Church or any other purchaser; (iii) any litigation commenced against the Church and/or the Church Guarantor to enforce the Installment Sale Agreement, and/or for damages as the result of a breach thereof, and (iv) any other actions so requested to otherwise effectuate this Agreement.

g. Mr. Kauffman shall execute and file a written consent to the approval of the Phoenix Settlement Agreement and shall not object to, or take any action to oppose, prevent or delay the approval of such settlement. Mr. Kauffman consents to Phoenix declaring the Phoenix Policy void or void *ab initio* if Phoenix elects to do so without the payment of any amount or the incurrence of any obligation by Phoenix to any person or entity other than as set forth in the Phoenix Settlement Agreement.

h. As a condition of his right to receive any distribution of the Allowed Conservation Expenses or sale/disposition proceeds, Mr. Kauffman shall effect the removal of the"ingress-egress easement" described in the Church Installment Sale Agreement, and reserved in a general warranty deed recorded as document 20010013576 in OR542/606 of the Logan County, Ohio Recorder's official records, and shall warrant to the Liquidator that such easement has been removed or otherwise extinguished in accordance with the requirements of applicable law.

i. Mr. Kauffman hereby assigns to the Liquidator any claims he has or may have against the Liquidation Estate, except as otherwise stated herein.

6. Allowance and Payment of Limited Administrative Claim. In the exercise of the Liquidator's business judgment, the Liquidator has determined that Mr. Kauffman should be reimbursed for the specific, conservation costs and expenses incurred in connection with preserving the value of the Liquidation Property for the benefit of the Liquidation Estate in the amounts set forth in Exhibit B hereto, limited to $13,000, (the "Allowed Conservation Expenses"), but no others. The Allowed Conservation Expenses shall be paid as available from the escrow from the Church Installment Sale Agreement and from the cash proceeds of the sale or other liquidation of the Liquidation Property, when and to the extent that such funds become available. To the extent that the Liquidator incurs any costs or expenses for conservation of the Liquidation Property, the Liquidator shall be entitled to reimbursement of all such costs and expenses from the proceeds of the sale or other disposition of the Liquidation Property, prior to the division and distribution of any remaining sale or disposition proceeds described in Paragraph 8 below.

7. Distribution of Funds.

a. "Closing Costs" means and includes the adjustments, pro-rations required by the purchase and sale agreement and the closing costs and expenses customarily incurred or paid by sellers of real estate in similar real estate transactions in Logan County, Ohio to the

extent reasonably necessary and reasonable in amount, including recording fees, document or transfer taxes and legal fees relating specifically to the closing.

b. "Escrow" means the money being held in escrow for the benefit of the Church and the Parties by the Church, and the money on deposit therein from time to time, which the parties estimated to be approximately $37,500 during April 2012.

c. "Proceeds" means the Rent Proceeds and the Sale Proceeds.

d. "Rent Proceeds" or "Rents" means and includes the rents in the amount of $1,500 per month that became due to or through April 2012 according to Mr. Kauffman and the rent to become due thereafter in his opinion (the "Rent Assumption"), including rents held in the Escrow from time to time, but does not include Sale Proceeds.

e. "Sale Proceeds" means and includes the gross proceeds of the sale of the Liquidation Property to the Church or any other person,

f. Mr. Kauffman shall be allowed to retain the $6,500 deposit on account of the Church Land Sale Installment Contract which shall be credited against his share of the Sale Proceeds. If Mr. Kauffman received and kept the $8,512 real estate tax payment made on or about the date of the Church Land Sale Installment Contract, the payment shall be credited Mr. Kauffman's share of the Sale Proceeds.

g. The Parties shall reserve from any Rent Proceeds collected by the parties such amount as may be reasonably estimated to be necessary to pay the Parties' Closing Costs in the event of a sale of the Liquidation Property (the "Closing Cost Reserve").

h. The Rent Proceeds, up to an amount not to exceed $13,000.00, shall be used to reimburse Mr. Kauffman for any Allowed Conservation Expenses.

i. The Escrow balance and Sale Proceeds, based on an assumed Escrow of $34,000.00 and assumed Sale Proceeds of [redacted] shall be disbursed as follows:

1. First the payment of the Closing Costs to the extent not paid in full from the Closing Cost Reserve (the "Excess Closing Costs").

2. The remainder of the Escrow to Mr. Kauffman.

3. The remainder of the Sale Proceeds (the "Net Sale Proceeds") shall be divided between Mr. Kauffman and the Liquidator as follows: (i) the Liquidator, [redacted] and (ii) Mr. Kauffman, the balance of the Sale Proceeds, which shall be reduced by the Deposit in his possession.

4. If the actual sale price shall be greater or less than [redacted] the Parties' shall divide the Sale Proceeds based on the actual sale price using the same methodology and percentages.

8. Ohio Proceeding Stayed Temporarily. Pending the occurrence of the Effective Date, the Ohio Proceeding shall be stayed as against Mr. Kauffman, the Ohio AG and any present or future Replacement Remaindermen with respect to discovery, trial, appeal and all other matters pending settlement to spare the Ohio Court and the settling parties from the cost,

expense and risk of litigating the issues settled hereby[1]. If this Agreement should not be approved by the Ohio Court or the Liquidation Court, the stay shall be lifted so that the parties may complete the Ohio Proceeding.

9. Release of Mr. Kauffman.

a. Except as specifically limited and qualified by Subparagraphs (b), upon the Effective Date of this Agreement, the Liquidator for himself and his successors, legal representatives and assigns (the "Releasing Liquidator Parties") does hereby unconditionally release and forever discharge Mr. Kauffman, individually and as the self-appointed, acting Trustee of the Charitable Trust (the "Released Kauffman Parties"), of and from any and all Claims of any nature whatsoever, including but not limited to those claims which (i) the Liquidator asserted or made against Mr. Kauffman in his Complaint filed to commence the Ohio Proceeding on September 14, 2010 and his First Amended Complaint filed on January 7, 2011 (collectively, the "Ohio Complaint") or could have asserted or made against the Released Kauffman Parties in such Proceeding based on the factual allegations made in the Ohio Complaint or (ii) the Liquidator could have made against the Released Kauffman Parties in the Liquidation Proceeding based on the allegations made by the Liquidator regarding the acts, breaches and omissions of Mr. Kauffman and the Charitable Trust and the violation of the Liquidation Order and TRO, as defined in the Ohio Complaint, including a Claim for civil contempt.

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[1] Similar relief has been or will be requested with respect to the Liquidator, PNC Bank, Solid Rock Baptist Church (if a settlement is reached with Solid Rock Baptist Church), and the Ohio AG, with respect to the various settlement agreements among them.

b. Notwithstanding anything to the contrary set forth above, the Parties expressly acknowledge and agree that the release contained in this Paragraph 9 is not intended to, and shall not (i) discharge and release or apply to the obligations and representations of the Parties set forth in this Agreement; (ii) benefit any of the other defendants in this Ohio Proceeding or any other person or entity; ; or (iii) limit the ability of the Liquidator or Phoenix to name Mr. Kauffman, the Beneficiary Trust and/or the Life Insurance Trusts in connection with an action seeking to have the Phoenix Policy declared void, provided that such action or proceeding shall not seek to and shall not impose any liability upon Mr. Kauffman.

10. Release of Liquidator.

a. Except as specifically provided in Subparagraph (b), upon the Effective Date of this Agreement, Mr. Kauffman for himself and his heirs, administrators, executors, legal representatives and assigns (the "Releasing Kauffman Parties") does hereby unconditionally release and forever discharge the Liquidator and his employees, attorneys and other agents, and the Noble Liquidation Estate (collectively, the "Released Liquidator Parties") of and from any and all Claims which Mr. Kauffman has, may have or might hereafter have against any one or more of the Released Liquidator Parties for, upon or by reason of any matter cause or thing from the beginning of the world to the effective date of this Release, including but not limited to those which (i) Mr. Kauffman asserted or made against the Liquidator or any other Released Liquidator Party in his Answer and counterclaim to the Ohio Complaint filed on or about October 14, 2010, and asserted in Mr. Kauffman's answer and counterclaim filed on or about January 27, 2011 in response to the Amended Complaint (the "Ohio Answer")(ii) are contained

in the Proof of Claim or any amendment thereto, or (iii) could have been asserted or made against the Liquidator or any other Released Liquidator Party in the Ohio Proceeding or in the Liquidation Proceeding.

b. Notwithstanding anything to the contrary set forth above, the Parties expressly acknowledge and agree that the release contained in this Paragraph 10 is not intended to, and shall not (i) discharge and release or apply to the obligations and representations of the Parties set forth in this Agreement; or (ii) benefit any of the other defendants in this Ohio Proceeding or any other person or entity.

11. No Other Liabilities or Obligations. The parties shall each pay their own costs and expenses incurred in connection with the Proceedings including, without limitation, attorneys' fees, court costs and deposition costs and expenses. Except for the financial liabilities and other obligations owed Mr. Kauffman hereunder, the Liquidator shall have no financial liabilities or other obligations to Mr. Kauffman of any nature whatsoever.

12. Acknowledgment of Advice of Counsel. Each of the parties hereto has received independent legal advice from counsel selected by it with respect to the settlement provided for herein and with respect to the advisability of executing this Agreement.

13. Miscellaneous.

a. This Agreement constitutes a single and integrated contract and expresses the entire agreement of the Parties hereto. There are no other agreements, oral or written, express or implied between the Parties hereto, except as set forth in this Agreement, the terms of which cannot be modified, except by writing signed by both of the Parties hereto.

b. With respect to the Parties, this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties agree that any proceeding of any character, judicial or otherwise, necessary to enforce this Agreement brought by either Party against the other Party shall be brought in the Trial Court and the terms and conditions of this Agreement shall survive the termination of the Ohio Proceeding and any final judgment entered therein to the extent provided for herein.

c. The Parties agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement and which the parties have the capacity to do, execute or deliver in the ordinary course and without the approval of any court or governmental entity. To the extent that the approval of any court or governmental entity is necessary, each party agrees to make a reasonable effort to obtain such approval.

d. The Liquidator shall move the Ohio Court and the Liquidation Court for orders approving this Agreement and the Settlement memorialized hereby (the "Settlement").

e. Mr. Kauffman shall file his written notice of consent to the entry of orders approving this Settlement Agreement and the Ohio AG Settlement Agreement with five (5) business days from the date on which the Liquidator files the motions requesting the Ohio Court and the Liquidation Court to approve such settlement or within five (5) business days from the date on which the Liquidator delivers such documents to Mr. Kauffman through his counsel, whichever occurs later.

f. For the convenience of the Parties, counterparts of this Agreement may be executed and delivered to the Parties.

g. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective officers, directors, employees, shareholders, partners, affiliates, related enterprises, representatives, agents, assigns, appointees by exercise of power of appointment, administrators and successors, if any.

h. The Parties agree that the language of this Agreement shall not be construed for or against any particular party merely because that party or its attorneys prepared, drafted or proposed such language.

i. In the event any provision(s) of this Agreement is found to be invalid or unenforceable for any reason, the remaining portions shall remain in full force and effect.

j. Each signatory hereto acting in a representative capacity for a party hereto hereby represents and warrants that such individual has the right and authority to act on behalf of such party (subject, as to the Liquidator, to the Court Approval Orders described herein); and each signatory hereto represents and warrants that such individual has carefully read, reviewed with legal counsel, and understands the terms of this Agreement, and that such party is competent and intends to be bound by this Agreement.

k. Each signatory hereto represents, warrants and expressly states that the within settlement is a compromise of complex litigation and nothing contained herein or associated with this settlement shall be construed as a finding or admission of any wrongdoing by any party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth under their respective signatures.

Execution Copy

GLENN A. PERLOW, BANK
COMMISSIONER OF THE STATE
OF NEW HAMPSHIRE, AS LIQUIDATOR
OF NOBLE TRUST COMPANY

By: _____
Name: Glenn A. Perlow
Title: _____
Date: 5/8/14

_____
Witness

_____
RONALD P. KAUFFMAN
Date: _____

_____
Witness

Execution Copy

GLENN A. PERLOW, BANK
COMMISSIONER OF THE STATE
OF NEW HAMPSHIRE, AS LIQUIDATOR
OF NOBLE TRUST COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Ronald P. Kauffman

RONALD P. KAUFFMAN

Date: 6-1-14

_____

Witness

_____

Witness

EXHIBIT 2

AGREEMENT

This Agreement is entered into this ___ day of April, 2012, between Ronald A. Wilbur, Bank Commissioner of the State of New Hampshire, as duly appointed liquidator of Noble Trust Company (the "Liquidator") and the Office of the Attorney General of the State of Ohio (the "AG").

WHEREAS, on or about December 21, 2001, Ronald Kauffman ("Kauffman" established the Charitable Remainder Unitrust dated December 21, 2001 (the "Trust"), of which National City Bank served as initial trustee, and conveyed to National City Bank as Trustee of the Trust certain real estate comprised of land and buildings commonly known as 1470 W. Sandusky Avenue, Bellefontaine, Ohio (the "Real Estate"); and

WHEREAS on September 10, 2007, Kauffman, by the authority granted to him under section 15 of the Trust, substituted Noble Trust Company ("Noble") for National City Bank as Trustee of the Trust; and

WHEREAS, on February 8, 2008, there commenced in the Superior Court for Merrimack County, New Hampshire a proceeding entitled *In the Matter of the Liquidation of Noble Trust Company*, being Case Number 08-E-0053 (the "Liquidation Court" and the "Liquidation Proceeding," respectively); and

WHEREAS, certain orders were entered by the Liquidation Court, which, among other things, authorized and directed the Liquidator to take exclusive possession of all property in which Noble had any interest; prohibiting all persons and entities from any acts to obtain possession of, or exercise control over, any of Noble's property; and

WHEREAS, with knowledge of those prohibitions and injunctions, Kauffman subsequently engaged in a series of transactions which purported to remove Noble as

Trustee of the Trust, appoint himself as Trustee of the Trust, and alienate the Real Estate from the Trust, all of which without the Liquidator's knowledge or consent; and

WHEREAS, on September 14, 2010, upon the Liquidator's discovery of such transactions, there commenced in the Court of Common Pleas, Logan County, Ohio (the "Ohio Court") an action filed as Robert A. Fleury, Deputy Bank Commissioner of the State of New Hampshire, as Successor Liquidator of Noble Trust Company -vs- Kauffman, et al., being Case Number CV10-09-0462 (this "Civil Action");

WHEREAS, on November 19, 2010, the Liquidator filed a First Amended Complaint in this Civil Action and asserted a number of claims and causes of action against Kauffman individually and as purported Trustee of (or through his affiliation with) the Trust; and

WHEREAS Ronald A. Wilbur, Bank Commissioner of the State of New Hampshire, succeeded Deputy Commissioner Fleury as duly appointed Liquidator by Order of the Liquidation Court dated March 28 2012, and is now acting as the Liquidator for all purposes; and

WHEREAS the AG was named in this Civil Action because the Trust came into existence as a charitable trust, and because the remaindermen named in the Trust have disclaimed their interests in the Trust; and

WHEREAS, the Liquidator asserts that the Real Estate should be restored to the Liquidator's control and administered in the Liquidation Proceeding, in which Kauffman has filed a Proof of Claim; and

WHEREAS, the AG answered the First Amended Complaint and asserted the State of Ohio's interest in enforcing and protecting the interests of charitable beneficiaries in the Trust; and

WHEREAS, the Liquidator and the AG (the "Parties") in the exercise of their professional judgment have agreed to adjust and settle all public policy issues, disputes, claims or charges of any kind that may exist between them in any way arising or relating to this Civil Action, the Trust, Kauffman, Noble Trust Company, the liquidation of Noble Trust Company, and the Real Estate, and resolve the litigation referenced above as between themselves and to protect the remaindermen to be appointed by this Court in accordance with Ohio law against the Ponzi Scheme pooling rights asserted by the Liquidator in the Liquidation Proceeding, the claim that the failure to appoint an institutional trustee destroyed the charitable trust and avoid the cost and expense of this Civil Action by accepting the Replacement Remainder Res based on its evaluation of the value of the remainder interests in the Real Estate and the costs, expense and risks of litigation, and to thereby stay and ultimately dismiss this Civil Action as to the AG in accordance with the provisions of this Agreement;

NOW THEREFORE, it is hereby agreed that in consideration of the resolution of the mutual promises, releases and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Settlement.**

a. The parties shall jointly move the Ohio Court and the Liquidator shall move the Liquidation Court (and the Ohio Attorney General shall not oppose such

motion) for orders approving this Agreement and the settlement memorialized hereby (the "Settlement") within five (5) business days from the date of this Agreement.

b. Within ten (10) days of the later of (i) the date on which the Ohio Court enters a final order approving this Settlement Agreement (the "Ohio Court Approval Order") or (ii) the date on which the Liquidation Court enters a final order approving this Settlement Agreement (the "Liquidation Court Approval Order" and, collectively with the Ohio Court Approval Order, the "Conditions Precedent" and the "Approval Date," this Agreement and the Settlement shall be final and binding on the parties. For purposes of this Agreement, an order, judgment or decree is "final" when it has been affirmed by the highest court to which it is appealed or with respect to which all appeal rights have been exhausted, and has not been reversed.

c. Within ten (10) days of this Settlement Agreement is fully executed, the Liquidator shall deposit the amount of $7,500.00 (the "Settlement Sum" with the AG, who shall hold such funds in escrow pending the satisfaction of the Conditions Precedent and the occurrence of the Approval Date. The AG accepts the Settlement Sum from the Liquidator for the benefit of each person or entity who is or may be designated as a replacement remainderman or beneficiaries of the remainder res (collectively, the "Replacement Remaindermen"), and in full and complete satisfaction of any claims that could be made by any or all such Replacement Remaindermen with respect to Kauffman, the Trust, the Real Estate or the Liquidator as and when they are designated or appointed in accordance with Ohio law, and consents to the termination of the charitable remainder interest in the Real Estate in consideration of the Replacement Remainder Res.

d. At such time as the Conditions Precedent shall have been satisfied, this Settlement Agreement shall be deemed effective and shall (i) terminate any remainder interests in the Real Estate by transferring them to the Replacement Remainder Res free and clear of any claim made or assertable by the Liquidator subject to the appointment or designation of Replacement Remaindermen in accordance with Ohio law and that the value of the residual interests in the Real Estate, if any, shall belong to the Liquidation Estate, (ii) constitute full and complete payment for any present or future remainder interests in the Real Estate, all of which have been and are represented by the AG, (iii) permit this Civil Action to be prosecuted against Defendant Kauffman as if there were no remainder interests in the Real Estate or the Trust, and (iv) compromise, settle and satisfy in full any and all claims and interests which the AG or any Replacement Remaindermen have, may have or might hereafter have against Kauffman, the Trust, the Real Estate, Noble Trust, the Liquidator, or the Liquidation Estate.

2. **Civil Action Stayed As to AG Due to Settlement.** This Civil Action shall be (i) stayed as against the AG and any present or future remaindermen only with respect to discovery, trial, appeal and all other matters pending the satisfaction of the Conditions Precedent to spare this Court and the settling parties from the cost, expense and risk of litigating the issues settled hereby[1] and (ii) bifurcated so that the trial may proceed with respect to Defendant Kauffman without delay. If this Agreement should not come into existence, the AG may assert any or all of the rights asserted and claims and defenses made in this Civil Action in a subsequent action or elect to retain the cash Replacement Remainder Res (the "Reserved AG Rights"). Under no circumstances shall

[1] This Court granted PNC Bank and the Liquidator the same relief based on their agreement to settle the claims made in this Civil Action.

the Reserved AG Rights be prejudiced or adversely affected by any order or judgment entered by the Ohio Court or the Liquidation Court during the abatement should this Agreement not come into existence.

3. **Release of AG.**

a. Except as specifically provided in Subparagraph c. below and after the satisfaction of all Conditions Precedent and Subsequent when this Agreement has become final, the Liquidator, his successors, assigns, predecessors, agents, employees, representatives, attorneys, or appointees by exercise of power of appointment, and all persons acting by, through, under or in concert with him, do hereby unconditionally release and forever discharge the AG, of and from any and all rights, claims, causes of action, suits, debts, liens, contracts, judgments, agreements, promises, liabilities, demands, damages, losses, costs, or expenses of any nature whatsoever, in law or in equity, asserted or unasserted, known or unknown, fixed or contingent (hereinafter called "Claims"), which the Liquidator now has or may hereafter have against the AG by reason of any matter, event, act, omission, cause or thing whatsoever from the beginning of time to the date of this Agreement relating to Kauffman, the Trust and the Real Estate, including, but not limited to, all Claims arising out of, based upon or relating to this Civil Action, including all Claims which were or could have been asserted in this Civil Action.

b. The Parties to this Agreement specifically intend the release and waiver to be broadly construed so as to resolve any dispute between them which may exist, or which may hereafter arise based upon any fact or matter relating to this Civil Action and occurring prior to their execution of this Agreement and which was or could have been advanced or raised against the AG in this Civil Action.

c. Notwithstanding anything to the contrary set forth above, the Parties expressly acknowledge and agree that the release contained in this Paragraph 5 is not intended to apply to (i) the obligations and representations of the Parties set forth in this Agreement; and (ii) any of the other defendants in this Civil Action

4. **Release of the Liquidator.**

a. After the satisfaction of all Conditions Precedent and Subsequent when this Agreement has become final, the AG, on behalf of the State of Ohio and its subdivisions, departments, agents and attorneys, and on behalf of all Replacement Remaindermen who have, might have or might hereafter have or could assert any claim relating to the Trust, hereby releases the Liquidator (including his predecessors, successors, agents, attorneys, and representatives) and the Noble's liquidation estate from all claims, demands, causes of action and liability of every kind or nature whatsoever relating to the Trust, Kauffman, and the Real Estate, which the AG has or could have had or could have advanced or raised in this Civil Action.

b. Notwithstanding anything to the contrary set forth above, the Parties expressly acknowledge and agree that the release contained in this Paragraph 6 is not intended to apply to the obligations and representations of the Parties set forth in this Agreement.

5. **No Other Amounts Owed AG.** The Settlement Sum provided in Paragraph 1 shall constitute the entire, maximum, and only financial obligation of the Liquidator to the AG under this Agreement.

6. **Acknowledgment of Advice of Counsel.** Each of the parties hereto has received independent legal advice from counsel selected by it with respect to the

settlement provided for herein and with respect to the advisability of executing this Agreement.

7. **Miscellaneous.**

a. This Agreement constitutes a single and integrated contract and expresses the entire agreement of the Parties hereto. There are no other agreements, oral or written, express or implied between the Parties hereto, except as set forth in this Agreement, the terms of which cannot be modified, except by writing signed by both of the Parties hereto.

b. With respect to the Parties, this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties agree that any proceeding of any character, judicial or otherwise, necessary to enforce this Agreement brought by either Party against the other Party shall be brought in the Ohio Court and the terms and conditions of this Agreement shall survive the termination of the Civil Action and any final judgment entered therein to the extent provided for herein.

c. The Parties agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement and which the parties have the capacity to do, execute or deliver in the ordinary course and without the approval of any court or governmental entity. To the extent that the approval of any court or governmental entity is necessary, each party agrees to make a reasonable effort to obtain such approval.

d. For the convenience of the Parties, counterparts of this Agreement may be executed and delivered to the Parties.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective officers, directors, employees, shareholders, partners, affiliates, related enterprises, representatives, agents, assigns, appointees by exercise of power of appointment, administrators and successors, if any.

f. The Parties agree that the language of this Agreement shall not be construed for or against any particular party merely because that party or its attorneys prepared, drafted or proposed such language.

g. In the event any provision(s) of this Agreement is found to be invalid or unenforceable for any reason, the remaining portions shall remain in full force and effect.

h. Each signatory hereto acting in a representative capacity for a party hereto hereby represents and warrants that such individual has the right and authority to act on behalf of such party; and each signatory hereto represents and warrants that such individual has carefully read, reviewed with legal counsel, and understands the terms of this Agreement, and that such party is competent and intends to be bound by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth under their respective signatures.

WITNESS:

Ronald A. Wilbur,

Bank Commissioner of the State
of New Hampshire, as
Liquidator of Noble Trust Company

DATED: JUNE 4, 2012

WITNESS:

Mike Dewine, Ohio Attorney General

By: Andromeda McGregor
Andromeda McGregor, Assistant Attorney General

DATED: May 25, 2012

EXHIBIT 3

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

WHEREAS, there is now pending in the Court of Common Pleas, Logan County, Ohio an action filed as Robert A. Fleury, Deputy Bank Commissioner of the State of New Hampshire, as Successor Liquidator of Noble Trust Company –vs- Ronald P. Kauffman, et al., being Case Number CV10-09-0462 (the "Civil Action");

WHEREAS, Robert A. Fleury, Deputy Bank Commissioner of the State of New Hampshire, in his capacity as Successor Liquidator of Noble Trust Company ("the Liquidator"), filed a First Amended Complaint in the Civil Action and asserted a number of claims and causes of action against PNC Bank, National Association in its corporate capacity, through being the successor by merger to National City Bank, the former qualified Trustee of the Ronald P. Kauffman Charitable Remainder Unitrust dated December 21, 2001 (the "Trust") and as the alleged qualified and acting Trustee of the Trust (National City Bank and PNC being collectively referred to herein as "PNC" except as otherwise provided);

WHEREAS, PNC answered the First Amended Complaint denying liability and asserting affirmative defenses; and

WHEREAS, the Liquidator and PNC (the "Parties") have agreed to adjust and settle all disputes, claims or charges of any kind that may exist between them in any way arising or relating to the Civil Action, the Trust, Ronald P. Kauffman, Noble Trust Company, the liquidation of Noble Trust Company, and real estate comprised of land and buildings commonly known as 1470 West Sandusky Avenue, Bellefontaine, Ohio ("Real

Estate") and resolve the litigation referenced above as between themselves and to dismiss with prejudice the Civil Action as to PNC.

WHEREAS, the Liquidator represents that other than the claims and facts he has asserted or could have asserted in the Civil Action, he is not aware of any claims or facts in connection with the Noble Trust Company or the liquidation of Noble Trust Company that implicate PNC.

NOW THEREFORE, it is hereby agreed that in consideration of the resolution of the mutual promises, releases and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto hereby agree as follows:

(1) Settlement Sum

1.1 PNC, in its corporate capacity, agrees to pay to the Liquidator, the sum of [redacted] ("Settlement Sum") to be held in escrow until the approval of this Agreement, by the Merrimack County, New Hampshire Superior Court. The payment of the Settlement Sum above represents a settlement and compromise of the Liquidator's claimed damages and equitable remedies against PNC for the claims alleged in his Complaint and all claims and matters released pursuant to Paragraph 5 of this Settlement Agreement and Mutual Release of All Claims ("Agreement"). The Settlement Sum shall be paid as set forth above, no later than fourteen (14) business days after the signing of this Agreement by all parties. Should the Merrimack County, New Hampshire Superior Court not approve this Agreement or its approval is reversed on appeal, no later than fourteen (14) business days after such action, the Liquidator shall remit the Settlement Sum to PNC.

(2) Dismissal of Civil Action as to PNC

2.1 Within ten (10) days after the Order of the Merrimack County Superior Court approving this Settlement Agreement becomes final and no longer subject to appeal, the Liquidator shall file a notice of dismissal with prejudice of all of his claims in the above-referenced lawsuit against PNC in all capacities and said notice of dismissal shall state that each party bears its own costs and expenses, including attorneys' fees.

(3) Confidentiality

3.1 The Parties agree that the terms, provisions, and conditions of this Agreement are strictly confidential and shall not be reported, divulged, publicized or in any way revealed to any person, corporation, agency or entity not a party to this Agreement, except: (1) their attorney, accountant, or tax advisor, provided their attorney, accountant or tax advisor, agrees in advance to keep such information confidential and not to disclose it to others; and (2) any court of competent jurisdiction upon a proper order by such court, or the Internal Revenue Service or any other governmental agency upon a duly authorized request or demand; (3) except as required by the process set forth by the Merrimack County Superior Court for approval of this Settlement Agreement including any protective order procedures that that Court may impose; and (4) as may be required in testimony in the trial of the Civil Action provided the testimony is given in accordance with either a protective order or an order to seal testimony or trial exhibits that protects the terms, provisions and conditions of this Agreement from either becoming a public court record or being disclosed in open court.

(4) Stay of Civil Action

4.1 During the pendency of the approval of this settlement by the Merrimack County, New Hampshire Superior Court, all litigation and discovery in the Civil Action as between the Liquidator and PNC shall be stayed.

(5) General Release of PNC

5.1 Except as specifically provided in Subparagraph 5.3 below and after approval of the settlement agreement by the Merrimack County Superior Court becomes final, the Liquidator of Noble Trust Company, his successors, assigns, predecessors, agents, employees, representatives, attorneys, or appointees by exercise of power of appointment, and all persons acting by, through, under or in concert with him, do hereby unconditionally release and forever discharge PNC, in its corporate capacity, as the former qualified Trustee of the Trust, and as the alleged qualified and acting Trustee of the Trust and its parent companies, subsidiaries, affiliates, divisions, predecessors, successors, agents, representatives, officers, directors, members, employees, volunteers (including, but not limited to, board and supervisory committee members), shareholders, insurers, heirs, assigns, benefit plans, plan trustees and plan administrators, past and present, and their attorneys, and all other persons acting in such capacity by, through, under or in concert with them or any of them (all collectively referred to as "the Released Parties") of and from any and all rights, claims, causes of action, suits, debts, liens, contracts, judgments, agreements, promises, liabilities, demands, damages, losses, costs, or expenses of any nature whatsoever, in law or in equity, asserted or unasserted, known or unknown, fixed or contingent (hereinafter called "Claims"), which the Liquidator now has or may hereafter have against the Released Parties, or any of them, by reason of any

matter, event, act, omission, cause or thing whatsoever from the beginning of time to the date of this Agreement relating to the Trust, Ronald P. Kauffman, and the Real Estate, including, but not limited to, all Claims arising out of, based upon or relating to the Civil Action, including all Claims which were or could have been asserted in the Civil Action.

5.2 Without limiting the generality of the foregoing, the Claims released herein include any Claims arising out of, based upon or in any way related to (i) the Claims alleged in the Civil Action; (ii) any contract claims; (iii) any tort claims, including fraud, intentional or negligent misrepresentation, tortious interference, breach of fiduciary duty, professional malpractice, violation of public policy or any other common law claim of any kind; (iv) any civil conspiracy and aiding and abetting claims; (v) any equitable claims and claims for equitable remedies, including, but not limited to, an accounting and a request for an appointment of a receiver; (vi) any and all claims arising under any federal, state or local statute, ordinance, regulation, or common law, whether in law or in equity which were or could have been advanced or raised in the Civil Action; and (vii) as to PNC, any claims identified in (i) through (vi) of this Paragraph to the extent that the Liquidator alleged in the First Amended Complaint that PNC has any joint or joint and several liability for such claims. The Parties to this agreement expressly acknowledge that, other than as expressly set forth to the contrary in this Agreement, this is a full, complete, and general release and is to be construed to the broadest extent permitted by law. The Parties to this agreement specifically intend the release and waiver to be broadly construed so as to resolve any dispute between them which may exist, or which may hereafter arise based upon any fact or matter relating to

the Civil Action and occurring prior to their execution of this Agreement and which was or could have been advanced or raised in the Civil Action.

5.3 Notwithstanding anything to the contrary set forth above, the Parties expressly acknowledge and agree that the release contained in this Paragraph 5 is not intended to apply to (i) the obligations and representations of the Parties set forth in this Agreement; and (ii) any of the other defendants in the Civil Action

5.4 The Liquidator of Noble Trust Company, his successors and assigns represents and warrants that there has not been and there will be no assignment, subrogation, or other transfer of any interest in any of the released Claims.

(6) General Release of the Liquidator

6.1 After approval of the settlement agreement by the Merrimack County Superior Court becomes final, PNC, on behalf of itself, its subsidiaries, predecessors, successors and assigns hereby releases the Liquidator (including his predecessors, successors, agents, attorneys, and representatives) from all claims, demands, causes of action and liability of every kind or nature whatsoever relating to the Trust, Ronald P. Kauffman, and the Real Estate, which PNC has or could have had or could have advanced or raised in the Civil Action.

6.2 Notwithstanding anything to the contrary set forth above, the Parties expressly acknowledge and agree that the release contained in this Paragraph 6 is not intended to apply to the obligations and representations of the Parties set forth in this Agreement.

(7) No Other Amounts Owed

7.1 The Settlement Sum provided in Paragraph 1 shall constitute the entire, maximum, and only financial obligation of PNC to the Liquidator under this Agreement.

(8) No Admission

8.1 The Liquidator understands and acknowledges that neither the payment of the Settlement Sum nor the execution of the performance of any terms of this Agreement shall constitute or be construed as an admission of any liability or wrongdoing whatsoever by PNC in any real or alleged capacity.

(9) Acknowledgment

9.1 Each of the parties hereto has received independent legal advice from its counsel with respect to the settlement provided for herein and with respect to the advisability of executing this Agreement.

(10) Miscellaneous

10.1 This Agreement constitutes a single and integrated contract and expresses the entire agreement of the Parties hereto. There are no other agreements, oral or written, express or implied between the Parties hereto, except as set forth in this Agreement, the terms of which cannot be modified, except by writing signed by both of the Parties hereto.

10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties agree that any proceeding of any character, judicial or otherwise, necessary to enforce this Agreement shall be brought in the Court of Common Pleas for Logan County, Ohio and the terms and conditions of this

Agreement shall survive, as applicable, the dismissal with prejudice of claims in the Civil Action against PNC.

10.3 The Parties agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

10.4 For the convenience of the Parties, counterparts of this Agreement may be executed and delivered to the Parties.

10.5 This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective officers, directors, employees, shareholders, partners, affiliates, related enterprises, representatives, agents, assigns, appointees by exercise of power of appointment, administrators and successors, if any.

10.6 The Parties agree that the language of this Agreement shall not be construed for or against any particular party merely because that party or its attorneys prepared, drafted or proposed such language.

10.7 In the event any provision(s) of this Agreement is found to be invalid or unenforceable for any reason, the remaining portions shall remain in full force and effect.

10.8 Each signatory hereto acting in a representative capacity for a party hereto hereby represents and warrants that such individual has the right and authority to act on behalf of such party; and each signatory hereto represents and warrants that such individual has carefully read, reviewed with legal counsel, and understands the terms of this Agreement, and that such party is competent and intends to be bound by this Agreement.

10.9 The Parties acknowledge and agree that the provisions of this Settlement Agreement are for the benefit of the Liquidator and PNC; that no other person or entity named as a defendant in the Civil Action is intended to be benefitted thereby; and as to each such person or entity, nothing in this Settlement Agreement is intended to waive, modify, compromise or prejudice the Liquidator's rights and claims against them.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth under their respective signatures.

WITNESS:

Abigail A. O'Kane

Robert A. Fleury, as
Deputy Bank Commissioner of State
of New Hampshire as
Liquidator of Noble Trust Company

DATED: Oct 21, 2011

WITNESS:

PNC BANK, National Association,
in its corporate capacity and through
being the successor by merger to
National City Bank, the former
Trustee to the Ronald P. Kauffman
Charitable Remainder Unitrust dated
December 21, 2001

By:_____

DATED:_____

10.9 The Parties acknowledge and agree that the provisions of this Settlement Agreement are for the benefit of the Liquidator and PNC; that no other person or entity named as a defendant in the Civil Action is intended to be benefitted thereby; and as to each such person or entity, nothing in this Settlement Agreement is intended to waive, modify, compromise or prejudice the Liquidator's rights and claims against them.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth under their respective signatures.

WITNESS:

_____

_____
Robert A. Fleury, as
Deputy Bank Commissioner of State
of New Hampshire as
Liquidator of Noble Trust Company

DATED:_____

WITNESS:

Ina Walker

_____
PNC BANK, National Association,
in its corporate capacity and through
being the successor by merger to
National City Bank, the former
Trustee to the Ronald P. Kauffman
Charitable Remainder Unitrust dated
December 21, 2001

By: Susan M Battiger

DATED: 10-13-11

EXHIBIT 4

TRUST AGREEMENT

On this 31st day of December, 2001, I, **RONALD P. KAUFFMAN**, 10233 Southfork Lane, Powell, OH 43065, Social Security Number 282-30-7312, (hereinafter referred to as "the Donor"), desiring to establish a charitable remainder unitrust within the meaning of Rev. Proc. 90-30 and Section 664(d)(2) of the Internal Revenue Code of 1986, as amended, (hereinafter referred to as "the Code"), hereby create the **Ronald P. Kauffman Charitable Remainder Unitrust** and designate NATIONAL CITY BANK, Trustee, as the initial trustee.

1. Funding of the Trust. The Donor transfers to the trustee the property described in Schedule A, and the trustee accepts such property and agrees to hold, manage and distribute such property of the trust under the terms set forth in this trust instrument provided that the Trustee shall not accept any additional contribution which would disqualify the trust as a Charitable Remainder Unitrust.

2. Payment of Unitrust Amount. The trustee shall pay to **Ronald P. Kauffman**, (hereinafter referred to as "the Recipient") in each taxable year of the trust during the Recipient's life, a unitrust amount equal to ten percent (10%) of the net fair market value of the assets of the trust valued as of the first day of each taxable year of the trust (the "valuation date"). The unitrust amount shall be paid in equal monthly amounts from income and, to the extent that income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal. If the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the trustee shall pay to the Recipient (in the case of an undervaluation) or receive from the Recipient (in the case of an overvaluation) an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

3. Proration of the Unitrust Amount. In determining the unitrust amount, the trustee shall prorate the same on a daily basis for a short taxable year and for the taxable year of the Recipient's death.

4. Distribution to Charity. Upon the death of the Recipient, the trustee shall distribute all of the then principal and income of the trust (other than any amount due Recipient or Recipient's estate under Paragraphs 2. and 3., above) IN EQUAL SHARES to **Grace Brethren Church of Powell, Ohio**, 7600 Liberty Road, Powell, OH 43065, or its successors or assigns, and **Cedarville University**, f/k/a Cedarville Christian College, 251 N. Main Street, Cedarville, OH 45314, or its successors or assigns, (hereinafter referred to as the "Charitable Organization"). If the Charitable Organization is not an organization described in Sections 170(c), 2055(a), and 2522(a) of the Code at the time when any principal or income of the trust is to be distributed to it, then the trustee shall distribute such principal or income to such one or more organizations described in Sections 170(c), 2055(a), and 2522(a) as the trustee shall select in its sole discretion.

5. Additional Contributions. If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the year in which the additional contribution is made shall be ten percent (10%) of the sum of: (a) the net fair market value of the trust assets as of the first day of the taxable year (excluding the assets so added and any income from, or appreciation on, such assets); and (b) that proportion of the value of the assets so added that was excluded under (a) that the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the Recipient's death bears to the number of days in the period that begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the Recipient's death. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of contribution.

6. Prohibited Transactions. The income of the trust for each taxable year shall be distributed at such time and in such manner as not to subject the trust to tax under Section 4942 of the Code. Except for the payment of the unitrust amount to the Recipient, the trustee shall not engage in any act of self-dealing, as defined in Section 4941(d), and shall not make any taxable expenditures, as defined in Section 4945(d). The trustee shall not make any investments that jeopardize the charitable purpose of the trust, within the meaning of Section 4944, or retain any excess business holdings, within the meaning of Section 4943.

7. Taxable Year. The taxable year of the trust shall be the calendar year.

8. Governing Law. The operation of the trust shall be governed by the laws of the State of Ohio. However, the trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust under Section 664(d)(2) of the Code and the corresponding regulations.

9. Limited Power of Amendment. The trust is irrevocable. However, the trustee shall have the power, acting alone, to amend the trust in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of Section 664(d)(2) of the Code. Such power may be exercised without the necessity of joining any other party or securing the order of approval of any court or agency.

10. Investment of Trust Assets. Nothing in this trust instrument shall be construed to restrict the trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

11. Trustee's Powers. The trustee of each trust established under this Agreement shall serve without bond and, in addition to those powers granted by law, and until actual distribution of the trust property, shall have the following rights, powers, duties, and

immunities to be exercised without court order or other authority upon such terms and conditions and at such times as the trustee determines in its absolute discretion:

a. Retention of Property. To receive property from any source and to retain, without liability for depreciation in value, any property (including shares of common and preferred capital stock of the trustee's own corporation, an affiliate, parent or subsidiary thereof) deposited by me during my lifetime and any property received from my estate or from the estate of, or by the inter vivos gift of, any other person.

b. Sales. To sell or exchange at public or private sale, lease, pledge, mortgage, donate, abandon or otherwise dispose of, deal with, or encumber (for any period of time, whether or not ending during the term of the trust), any real or personal property comprising part of the trust estate.

c. Investments. To invest and reinvest any money, whether income or principal, in bonds, stocks, notes, real estate mortgages, securities, life insurance policies, or in any other property, real or personal, or in a common trust fund, without being limited by any laws of the State of Ohio regarding investments by trustees now or hereafter in effect, including interest bearing accounts in or certificates issued by the trustee's banking department, securities underwritten by syndicates of which the trustee is a member, but are not purchased from the trustee and mutual fund shares where the trustee, an affiliate, parent, or subsidiary thereof, acts as investment adviser.

d. Voting. To vote by proxy or in person, and exercise all rights in relation to stocks and securities in the trust, including without limitation stock options, the right to consent to the reorganization, consolidation, liquidation, readjustment of financial structure or sale of the assets of any corporation or other organization in which the trust has an interest, including shares of common and preferred capital stock of the trustee's own corporation, an affiliate, parent or subsidiary thereof.

e. Nominee. To register and hold trust property in the name of the trustee, in bearer form, or in the name of a nominee of the trustee, but the trustee shall be liable for any wrongful act of any such nominee.

f. Custody. To keep any real or personal property at any location within the United States or abroad, or to keep any such property with a responsible depository or custodian.

g. Borrow and Pledge. To borrow money from itself or others and to mortgage or pledge any trust property, all upon such terms and conditions as negotiated by the trustee.

h. Claims. To compromise, abandon, arbitrate, defend, enforce, and settle claims of or against any trust held hereunder and to agree to the rescission or modification of any agreement or contract.

i. Real Estate. To manage any real estate, paying taxes, maintenance and other charges; and to mortgage, insure, improve, raze and dedicate any real estate held hereunder, to set up depreciation reserves with respect thereto, and to charge the expenses to principal or income as the trustee deems equitable.

j. Business Interests. To continue, incorporate or liquidate any business without liability for any losses.

k. Contracts. To contract in terms which limit liability under the contract to the assets of this trust and which exempt from liability the assets of the trustee.

l. Insurance. To carry such insurance, including public liability and property damage insurance, against such hazards to the trustee or the trust estate, in such amounts and with such insurance companies as the trustee deems advisable;

m. Distributions in Cash or in Kind. To make any distribution hereunder in cash or in kind or in both, but any property distributed in kind shall be valued at its fair market value as of the date for division or distribution of such property, in like or disproportionate interests of specific properties or undivided interests thereof.

n. Receipts and Disbursements. To determine what is income and what is principal, and to charge or credit expenses, gains, losses, premiums, discounts, waste, appreciation or depreciation in value to principal or income, or partly to each. In all cases the trustee shall act according to trust accounting principles as established by the laws of Ohio, or if there is any doubt as to the rule otherwise applicable, shall allocate or apportion any such receipt or disbursement in favor of the income beneficiary.

o. Allocation of Assets. To allocate assets to any separate trust held hereunder or to any beneficiary of any such trust without regard to whether any part of the same asset allocated to one trust or one beneficiary has a cost basis for income tax purposes which is higher or lower than that of the same asset which is allocated to another trust or another beneficiary.

p. Agents and Attorneys. To employ and compensate out of trust funds agents, attorneys, and independent auditors and to issue powers of attorney to such persons at such time or times and upon such conditions as the trustee shall deem to be in the best interests of the trust.

q. Facility of Payment. To make payments or distributions to an incapacitated or incompetent beneficiary, either directly to such beneficiary or to a

parent, spouse, or guardian of such beneficiary or to any person or organization having charge of or the responsibility for the care of such beneficiary, to be applied for the sole use and benefit of such beneficiary. In making any distribution hereunder to a minor beneficiary, the trustee may make such distribution to any person, bank, or trust company as custodian for such beneficiary under the Ohio Transfers to Minors Act. In making any such payment or distribution, the receipt of such recipient shall be a full release to the trustee and the trustee shall have no duty to see to the application of any such payment or distribution.

r. Good Faith Determination. To be protected if it acts in good faith and relies upon such information as it may deem adequate, after making reasonable inquiry, in continuing to make conditional payments until it receives actual written notice of the happening of an event that would affect the same, in exercising its discretion, and in determining the proper beneficiaries hereunder.

s. Banking Department Information. To incur no liability to any beneficiary for not using information which is known to or available to the corporate trustee or any subsidiary thereof (but which is not generally known to or available to the public), even though such information might tend to affect the value of any existing or contemplated investment, since the trustee is not allowed to use such information.

t. Distributions from Qualified Plans. To elect to receive any distribution payable to it under any qualified pension or profit-sharing plan as a lump sum distribution or in installments.

Notwithstanding any other provision of this Trust, no power given to the Trustee hereunder shall be construed to enable the Donor or any other person to purchase, exchange, or otherwise deal with or dispose of the Trust income or principal for less than adequate consideration in money or money's worth or to permit the Donor to directly or indirectly borrow trust principal or income without adequate interest or without adequate security.

12. Rules of Construction. It is the Donor's intention to create a Charitable Remainder Unitrust within the meaning of Section 664(d)(2) of the Code, and the provisions of this Trust shall be construed to fully embrace all of the requirements of the federal tax laws and regulations, including those relating to "government documents", pertaining to such Trust and the Trust shall be administered in accordance therein.

13. Accounting. The Trustee shall keep true and accurate records of the administration of the Trust which shall be available at reasonable times for inspection by the

Recipient and the Charitable Organization, and shall render a statement of account and an inventory reflecting the Trust assets to the Recipient at least annually.

14. Compensation of the Trustee. The Trustee shall receive reasonable compensation for its ordinary services in accordance with its regular schedule of compensation for inter vivos trusts of a similar size which is in effect when such services are performed. Such compensation may be paid from income or principal, or both. For any extraordinary services required or requested of it, including tax accounting services, the trustee shall be entitled to receive reasonable additional compensation.

15. Change of the Trustee. Any Trustee hereunder may resign upon written notice of not less than thirty (30) days to the Recipient and the Charitable Organization. The Donor, at his/her discretion, may cause the removal of any Trustee hereunder, and upon such removal, or upon its resignation or the resignation of any successor Trustee, shall designate another corporate Trustee, within or without Ohio, to serve as successor Trustee hereunder. Upon the expiration of ninety (90) days after a final accounting and the delivery to a successor Trustee of all funds and property in the possession of a resigning or removed Trustee, such Trustee shall be completely discharged from all liability with regard to all matters not particularly excepted to in writing within such ninety (90) day period. A successor Trustee shall inquire into all matters with respect to which it shall receive written notice of such timely particular exception in writing, but shall have no other obligation or liability to inquire into the administration of the Trust by any predecessor Trustee. Upon acceptance of the Trust and all such funds and property, the successor Trustee shall be vested with all of the rights, powers, duties and discretion of the predecessor Trustee. In the event any corporate Trustee hereunder shall at any time change its name or combine in any manner with one or more corporations under a different name or names, or if its assets shall be acquired by another corporation authorized to accept the Trust, the successor corporation shall continue the Trust and succeed without further action to all of the rights, powers, duties and discretion of the predecessor Trustee.

16. Notices. Any notice hereunder may be given by depositing a written memorandum thereof in the United States First Class mail, postage prepaid, addressed to the last known address contained in the records of the Trustee, and in the case of a disabled Recipient, any such notice may be given directly to such Recipient, to the legal guardian, or to the person with whom such recipient may be living as the Trustee shall determine.

IN WITNESS WHEREOF, **Ronald P. Kauffman**, Donor, and NATIONAL CITY BANK, Trustee, by its duly authorized officer, have signed this Agreement the day and year first above written.

Ronald P. Kauffman

RONALD P. KAUFFMAN
Donor

NATIONAL CITY BANK
Trustee

By: Charles E. Kirkpatrick III, S.V.P.
Authorized Officer

SCHEDULE 'A'

Building and land located at
1470 W.Sandusky Avenue
Bellefontaine, OH 43311

EXHIBIT 5

GENERAL WARRANTY DEED

Ronald P. Kauffman, Trustee of the Ronald P. Kauffman Revocable Living Trust dated
name(s) and marital or organizational status of grantor(s)

October 15, 1992 (unmarried)
OCT 11, 2001

for valuable consideration paid, grant(s), with general warranty covenants to National City Bank, Trustee (Columbus, OH) of the Charitable Remainder Trust dated December 21, 2001.

whose tax mailing address is 155 E. BROAD ST. (5TH FL) COLS. OH.

the following described real property:

Situated in the State of Ohio, County of Logan

and City of Bellefontaine, Harrison Township:

* containing 1.361 acres and being further described on attached Exhibit A *

* Excepting and reserving therefrom a 15.00' ingress-egress easement containing .083 acres as described on attached Exhibit B.

Tax district number and parcel number: 11 (Split from #091-00-00-017-001)

Street address of property: 1470 W. Sandusky ~~Street~~ AVE., Bellefontaine, Ohio 43311

Prior instrument reference: Volume 342, page 674 of the Official Records of Logan County, Ohio.

_____, spouse of the grantor, releases all rights ~~of dower~~ therein.

Signed this 21ST day of December ~~199~~ XXX 2001.

Signed and acknowledged in the presence of:

Jennifer A. Fairchild
witness Jennifer A. Fairchild

Charles E. Livingston III
witness CHARLES E. LIVINGSTON III

Ronald P. Kauffman Trustee
Ronald P. Kauffman, Trustee

STATE OF OHIO
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 21ST day of December ~~199~~ XXX 2001

by Ronald P. Kauffman, Trustee

Complete pursuant to ORC §147.55

CHARLES E. LIVINGSTON III
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.43 R.C.

STATE OF OHIO

Charles E. Livingston III
Notary Public, Ohio
Lifetime Commission

EDWARDS SURVEYING
110 SOUTH MAIN STREET
URBANA, OHIO 43078
(937) 653-6508

EXA

LEGAL DESCRIPTION - KAUFFMAN'S 1.361 ACRE TRACT

1470 W. Sandusky AVenue, Bellefontaine, Ohio 43311

.Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being more particularly described as follows;

Beginning for reference at a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of said Section 5;

thence with the South line of said Section 5 and the old centerline of State Route 47, S-84°17'00"-E, 899.98' (feet) to an iron bar set at the PRINCIPLE PLACE OF BEGINNING of the tract hereinafter described;

thence N-6°44'32"-E, 236.56' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 30.00' (feet);

thence S-82°46'44"-E, 254.22' (feet) to an iron bar set on the West line of a 1.123 acre tract conveyed to United Electric Enterprises LTD., by Deed recorded in Official Record 470, Page 691 of the Logan County Records;

thence with the West line of United Electric Enterprises 1.123 acre tract, S-6°44'32"-W, 229.89' (feet) to a 5/8" diameter iron bar found at grade on the old centerline of State Route 47 and also being on the South line of said Section 5, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 199.89' (feet);

thence with the South line of said Section 5, also being the old centerline of State Route 47, N-84°17'00"-W, 254.25' (feet) to the place of beginning, passing for reference a Mag nail set in an asphalt driveway at 219.89' (feet).

Containing 1.361 acres, 0.175 acre of which is in the road right-of-way, but being subject to the rights of all legal highways and all easements of record including but not limited to a 15.00' (foot) wide and ingress/egress easement herein reserved, the centerline of which is more particularly described as follows.

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPLE PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-29°54'24"-E, 53.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°46'44"-E, 57.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

The above described 1.361 acre tract and the 15.00' (foot) wide ingress-egress easement are both part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, November 13, 2001. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 4792 PS 7574". The basis of bearings for the herein described tract is the centerline of State Route 47 (West Sandusky Avenue) per Official Record 342, Page 674 of the Logan County Records (N-84°17'00"-W).

William D. Edwards
Professional Surveyor No. 7574

MEMBER OF Professional Land Surveyors of Ohio

EDWARDS SURVEYING
110 SOUTH MAIN STREET
URBANA, OHIO 43078
(937) 653-6508

EX B

LEGAL DESCRIPTION - 15.00' INGRESS/EGRESS EASEMENT

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being an easement for ingress and egress, 15.00' (feet) in width, the centerline of which is more particularly described as follows;

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPLE PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-29°54'24"-E, 53.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°46'44"-E, 57.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

Being a part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, November 13, 2001. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 4792 PS 7574". The basis of bearings for the herein described tract is the centerline of State Route 47 (West Sandusky Avenue) per Official Record 342, Page 674 of the Logan County Records (N-84°17'00"-W).

William D. Edwards
Professional Surveyor No. 7574

EXHIBIT 6

National City Bank, Trustee
155 E. Broad St.
Columbus, OH 43215

September 10, 2007

NOTICE OF CHANGE OF TRUSTEE

Pursuant to Article 15 of the Charitable Reminder Unitrust, executed December 21, 2001 by and between Ronald P. Kauffman, 10233 Southfork Lane, Powell, Ohio 43065, as Donor and National City Bank, 155 E. Broad St., Columbus, Ohio 43215, as Trustee, I hereby notify National City Bank of the substitution of the Noble Trust Company, 900 Elm St., Suite 701, Manchester, New Hampshire 03101, as the New Trustee of the aforementioned Unitrust effective thirty (30) days from the receipt of this notice.

Ronald P. Kauffman

Ronald P. Kauffman,
Donor of the Ronald P. Kauffman Charitable
Remainder Unitrust date December 21, 2001

Received original of this letter on Sept 14, 2007 to be given to Allison Cesaro.

Suzanne Ellington
Senior Associate

EXHIBIT 7

STATE OF OHIO
LINDA HANSON
LOGAN COUNTY RECORDER 3P
D 2007007864 OR 892/511
MEH Date 10/16/2007 Time 16:02:36
Recording Fees: 36.00

Ron Kauffman 10-15-07 XMK

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS that National City Bank Trustee, of Franklin County, Ohio, the Grantor, in consideration of One Dollar and other valuable consideration paid, does hereby remise, release and forever quit claim to the Grantee, The Ronald P. Kauffman Charitable Remainder Trust, dated December 21, 2001 and its successors and assigns. whose tax mailing address is c/o Noble Trust Co. 900 Elm St. Suite 701, Manchester, New Hampshire 03101 the following real property:

Situated in the County of Logan, in the State of Ohio and in the Township of Harrison and being further described as shown on the attached Exhibits A & B:

Parcel No. 11-091-0000-017-005

and all the Estate, Title and Interest of said Grantor in and to said premises; TO HAVE AND TO HOLD said premises with all the rights, easements and appurtenances thereunto belonging thereof unto the said Grantee, its successors and assigns forever.

Last Transfer D.B. 542 p. 606

IN WITNESS WHEREOF, National City Bank Trustee, by Charles E. Wighton III its SENIOR VICE PRESIDENT has hereunto set his hand this 15 day of October, 2007.
Title

National City Bank, Trustee
Charles E. Wigton III
by Charles E. Wigton III

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 15 day of October 2007. before me, the subscriber, a Notary Public in and for said County, personally appeared Charles E. Wigton III SENIOR VICE PRES of
Title
National City Bank Trustee, the Grantor in the foregoing deed, and acknowledged the signing of the same to be its voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last

NOTARIAL SEAL STATE OF OHIO

DEBRA K. YOUNGMAN
Notary Public, State of Ohio
My Commission Expires April 8, 2012

Debra K Youngman
NOTARY PUBLIC

This instrument was prepared by: Ronald P. Kauffman, Attorney at Law
10233 Southfork Lane, Powell, Ohio 43065

1470 W. Sandusky Avenue, Bellefontaine, Ohio 43311

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being more particularly described as follows;

Beginning for reference at a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of said Section 5;

thence with the South line of said Section 5 and the old centerline of State Route 47, S-84°17'00"-E, 899.98' (feet) to an iron bar set at the PRINCIPAL PLACE OF BEGINNING of the tract hereinafter described;

thence N-6°44'32"-E, 236.56' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 30.00' (feet);

thence S-82°46'44"-E, 254.22' (feet) to an iron bar set on the West line of a 1.123 acre tract conveyed to United Electric Enterprises LTD., by Deed recorded in Official Record 470, Page 691 of the Logan County Records;

thence with the West line of United Electric Enterprises 1.123 acre tract, S-6°44'32"-W, 229.89' (feet) to a 5/8" diameter iron bar found at grade on the old centerline of State Route 47 and also being on the South line of said Section 5, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 199.89' (feet);

thence with the South line of said Section 5, also being the old centerline of State Route 47, N-84°17'00"-W, 254.25' (feet) to the place of beginning, passing for reference a Mag nail set in an asphalt driveway at 219.89' (feet).

Containing 1.361 acres, 0.175 acre of which is in the road right-of-way, but being subject to the rights of all legal highways and all easements of record including but not limited to a 15.00' (foot) wide and ingress/egress easement herein reserved, the centerline of which is more particularly described as follows.

11-091-00-00-017.005

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPLE PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-29°54'24"-E, 63.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°46'44"-E, 57.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

The above described 1.361 acre tract and the 15.00' (foot) wide ingress-egress easement are both part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, November 13, 2001. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 4792 PS 7574". The basis of bearings for the herein described tract is the centerline of State Route 47 (West Sandusky Avenue) per Official Record 342, Page 674 of the Logan County Records (N-84°17'00"-W).

William D. Edwards
Professional Surveyor No. 7574

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY JLB 12-28-01

OR 892/513
D 2001001864
D 2001001367
OR 542/607

EDWARDS SURVEYING
110 SOUTH MAIN STREET
URBANA, OHIO 43078
(937) 653-6508

EX B

LEGAL DESCRIPTION - 15.00' INGRESS/EGRESS EASEMENT

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being an easement for ingress and egress, 15.00' (feet) in width, the centerline of which is more particularly described as follows;

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPAL PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-29°54'24"-E, 53.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°46'44"-E, 57.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

Being a part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

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D 200700786 4

STATE OF OHIO
WILLIAM D. EDWARDS
7574
REGISTERED
SURVEYOR

William D. Edwards
Professional Surveyor No. 7574

TRANSFERRED ☐ 10-16-07
ORC 319.54 FEE P.O. ____
ORC 322.02 FEE P.O. ____
EXEMPT ✓
AUDITOR OF LOGAN COUNTY
Michael E. Godsel

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY SMY 10-16-07

OR 892/513

EXHIBIT 8

April 2, 2008

On March 27, 2008, the Superior Court for Merrimack County, New Hampshire entered an order appointing me, New Hampshire Banking Department Commissioner Peter C. Hildreth, as Liquidator for Noble Trust Company ("NTC"). Enclosed is a copy of the Order for your information.

Among other things, the Order directs me, in my capacity as liquidator, to secure assets and property of NTC, Balcarres Group, LLC (a wholly owned subsidiary of NTC) and Aegean Scotia Holdings, LLC (the holding company for NTC). My authority under this Order extends to all trusts and subtrusts in which NTC holds any interest, whether directly or indirectly. The former officers and employees of NTC are prohibited from proceeding with the business of NTC without written permission from me, in my capacity as Liquidator.

The Order also prevents the termination, cancellation, or revocation of any policies issued for the benefit of any of NTC's clients unless the cancellation is approved either by me as the Liquidator or by the Superior Court itself. Many NTC clients who hold life insurance policies have been concerned about the possibility that their policies will lapse while NTC was under the control of a Conservator. The Conservator worked cooperatively with many of the insurance companies to prevent this from happening pending the Commissioner's investigation into the business and affairs of NTC. The Superior Court's liquidation Order strengthens the protection of the status of such policies.

Soon, you will receive a letter in the mail advising you of your right to file a claim in the liquidation proceeding, and of the deadline for filing such claims. The letter will also provide instructions regarding the type of documentation that you will need to submit with your claim. You may wish to start collecting whatever documentation you have to support any claims you plan to make. By the time this second letter arrives, there will also be information on the New Hampshire Banking Department website concerning how to file your claim. You can find the Department's website at www.nh.gov/banking.

If you have any questions, please feel free to contact the Liquidator's staff, currently located at the former offices of Noble Trust Company, at 603-626-1180.

Sincerely,

Peter C. Hildreth
Banking Commissioner/Liquidator

Recipient Name	Line 1	Line 2	City	State	Zip
David & Marilyn Dvorak	4697 Early Spring		Homer	AK	99603
Etta & Jack Hughes	1002 Hunt Rd		Willard	MO	65781
Steven G Gregory	1132 S Arbor Island Way		Eagle	ID	83616
Thomas & Antoinetto Hawke	101 Tremont St		N Adams	MA	01247
James T Wilson	2521 E Gore St		Orlando	FL	32806
Michael Gaulden	PO Box 81		Banks	AR	71631
Charles M Thackston	1580 Country Club Pl		Cookeville	TN	38501
Ronald P Kauffman	10233 Southfork Ln		Powell	OH	43065
Jerry and Elizabeth Cockrell	35 Pine Meadows Dr		Oakland	TN	38060
Charles M Thackston	1580 Country Club Pl		Cookeville	TN	38501
Robert McLaughlin	6220 Morning Dr		Port Orange	FL	32127
Roxine Stone	PO Box 50591		Idaho Falls	ID	83405
Betty Ryan	1812 Mason Ct		Keller	TX	76248
Daniel R Beaton	8610 W 2nd Ave		Lakewood	CO	80226
Louise W Talley	2511 York Rd		Raleigh	NC	27608
William J Allen	3320 Landor Rd		Raleigh	NC	27609
Mary V Ball	882 Whitmoor Dr		St Charles	MO	63304-0503
Sadie Buss	1119 Pampa		Pasadena	TX	77504
Elizabeth Burton	4320 W 110th St		Lenwood	KS	66211
Terence Clarke	111 Summer St		Hingham	MA	02043-1931
ROBERT DAUBERT	235 ARGYLE Ave		SAN ANTONIO	TX	78209
Alan Dickson	301 S Tryon St Ste 1800		Charlotte	NC	28202
Richard Gardner	2927 Allen St		St. Louis	MO	63104
Angelo Gineris	6001 Coors Blvd NW		Albuquerque	NM	87120
John Hoelzel	8381 Somerset Dr		Shawnee Mission	KS	66207
Billy Davis Horne	HWY 24 E		Stedman	NC	
Kaissar Ibrahim	435 White Gables Ln #202		Charlottesville	VA	22903
Harry Jaeger	2240 Neeb Rd		Cincinnati	OH	45233
Thomas Keller	1024 W Markham Ave		Durham	NC	27701
Joy Kolb	PO Box 620		Goliad	TX	77963
Lucille Kraft	3200 Giddings Rd		Fort Collins	CO	80524
Pat Codoroli	586 Escondido Circle		Livermore	CA	94550
James Panter	857 Hollyridge Dr		Ballwin	MO	63011
Grace Daubert	235 Argyle Ave		San Antonio	TX	78209
Terry and Nancy Williams	17008 E 45th St S		Independence	MO	64055
Jack Parker	105 Antelope Hill		Boerne	TX	78006
Ruby Vera-Cruz	300 S Florida Ave #100 A		Tarpon Springs	FL	34689
K Martin Waters Jr	301 S McDowell St Ste 210		Charlotte	NC	28204
Charles Winston	2609 Atlantic Ave Ste 113		Raleigh	NC	27604
Florence Winston	2609 Atlantic Ave Ste 113		Raleigh	NC	27604
Jean P Lavoie	42 Brook St		Gatineau	QU	J9H2A4
Lawrence P O'Reilly	138 Palm Coast Parkway NE Box 310		Palm Coast	FL	32137
Grace Daubert	235 Argyle Ave		San Antonio	TX	78209
Pat Codoroli	586 Escondido Cir		Livermore	CA	94550
Donald J Brady	3109 Madison Ave		Greensboro	NC	27408
Jack Parker	105 Antelope Hill		Boerne	TX	78006
Sherwood Smith	408 Drummond Dr		Raleigh	NC	27609
Sherwood Smith	408 Drummond Dr		Raleigh	NC	27609
Roxine Stone	PO Box 50591		Idaho Falls	ID	83405
Charles Reeder	517 Prince Street		Alexandria	VA	22314
Roxine Stone	PO Box 50591		Idaho Falls	ID	83405
Joyce Dowdy	5274 US Highway	287 N Access Rd	Wichita Falls	TX	763.05
Ralph Pendleton	10509 Mill Station Rd		Sebastopol	CA	95472
Shirley Reznik	6241 Chaucer Ct		S Bend	IN	46614
Kenneth D Strong	PO Box 426		Stromsburg	NE	68666-0426
James C Hill	432 Drummond Dr		Raleigh	NC	27609
Marilyn J Prange	310 S Nichols St		Lowell	IN	46356
Betty S. Hollingsworth	7385 NW Highway 70		Arcadia	FL	34266
Sara P. Detweiler	13036 N Market Ave		Hartville	OH	44685
Milton A Barber	4 Greenside Court		Durham	NC	27707
E. Ted and Janet Siebert	16410 N Highway 94		Pea Ridge	AR	72751
Merrill R Jones	2882 S OwyHee St		Boise	ID	83705
Charles N Kissee	372 S Eagle Rd Ste 206		Eagle	ID	83616
Tom Anderson	C/O Agtax Inc	401 Mathews St	Fort Collins	CO	80524
Robert and Sandra Woodard	PO Box 670		Windermere	FL	34786
Danielle Holden	6209 W Interstate 40 #237		Amarillo	TX	79106
Carol Holden	5312 Radiant		Amarillo	TX	79109
Danny M Cafferty	410 S Orchard Ste 17		Boise	ID	83705
Donn B Cahill	10692 Smoke Ranch		Boise	ID	83709
E Sharon Cahill	10692 Smoke Ranch		Boise	ID	83709
Marsha L Gregory	1132 S Arbor Island Way		Eagle	ID	83616
David E Fedeles	5061 Estate Tipperary	Christiansted St. Croix	US Virgin Islands		00820
StoneTree Capital Group	1420 Terry Ave #1906		Seattle	WA	98101
Gary T Sharp	3868 Tempest Dr		Lake Oswego	OR	97035-1933
Ronald Afflerbach	5402 Redding Dr		Kirby	TX	78219
Carol Colson	2575 SE 5th Way		Meridian	ID	83642
Charles N Kissee	372 S Eagle Rd Ste 206		Eagle	ID	83616
Eugene Mallette	5796 Angie Court		Parker	CO	80134

EXHIBIT 9

RON P. KAUFFMAN
ATTORNEY AT LAW
10233 Southfork Lane
Powell, Ohio 43065
(614) 846-1252

Noble Trust Company
c/o New Hampshire Banking Commission
900 Elm St., Suite 701
Manchester, NH 03101
Attn: Abby Shane, General Counsel

April 1, 2008

NOTICE OF REMOVAL OF SUCCESSOR TRUSTEE

Pursuant to Article 15 of the Charitable Reminder Unitrust, executed December 21, 2001 by and between Ronald P. Kauffman, 10233 Southfork Lane, Powell, Ohio 43065, as Donor and National City Bank, 155 E. Broad St., Columbus, Ohio 43215, as Trustee, I hereby notify Noble Trust Company Sucessor Trustee, (dated October 14, 2007), of the removal of Noble Trust Company as Successor Trustee, of the above Unitrust, effective upon receipt of this notice. A substitute successor trustee shall be named by Ronald P. Kauffman in accordance with the applicable provisions of the Unitrust, the Ohio Revised Code and U.S. Internal Revenue Service Code, Sec. 664.

Ronald P. Kauffman

Ronald P. Kauffman,
Donor of the Ronald P. Kauffman Charitable
Remainder Unitrust dated December 21, 2001

EXHIBIT 10

Office of the Liquidator
Noble Trust Company
900 Elm Street, Suite 701
Manchester NH 03101
(603)626-1180

April 4, 2008

Ron P. Kauffman, Esq.
10233 Southfork Lane
Powell OH 43065

RE: REMOVAL OF NOBLE TRUST COMPANY AS TRUSTEE OF THE RONALD P. KAUFMANN CHARITABLE REMAINDER UNITRUST

Dear Mr. Kaufmann:

This office is in receipt of your certified letter dated April 1, 2008 in which you purport to remove Noble Trust Company as Trustee of the Ronald P. Kaufmann Charitable Remainder Unitrust. As set forth below under the jurisdiction of the Merrimack County Superior Court and the Order of Liquidation you are restrained from terminating Noble Trust Company's relationship with said trust without prior written consent of either the Liquidator or of the Court. Therefore the notice of removal of the trustee is null and void.

On March 27, 2008, the Superior Court for Merrimack County, New Hampshire entered an order appointing New Hampshire Banking Department Commissioner Peter C. Hildreth as Liquidator for Noble Trust Company ("NTC"). Enclosed is a copy of the Liquidation Order for your information.

Among other things, the Order directs Commissioner Hildreth in his capacity as liquidator, to secure assets and property of NTC, Balcarres, and Aegean Scotia Holdings, LLC (the holding company for NTC). His authority under this Order extends to all trusts and subtrusts in which NTC holds any interest, whether directly or indirectly. The former officers and employees of NTC are prohibited from proceeding with the business of NTC without written permission from the Liquidator.

In the course of its business, NTC formed a number of trusts for the benefit of its clients and served in a variety of fiduciary roles. NTC served as trustee, co-trustee, trust protector or administrator, investment advisor and the holder of interests in property in certain sub-trusts.

Except with the prior written consent of the Liquidator, all persons doing business with NTC, Balcarres, or Aegean Scotia Holdings, LLC ("Aegean Scotia") on the date of Liquidation Order are permanently enjoined and restrained from terminating or attempting to

terminate such relationship for cause under contractual provisions on the basis of the filing of the Verified Petition for Liquidation, the entry of the Liquidation Order, this liquidation proceeding, or NTC's, Balcarres' or Aegean Scotia's financial condition during the liquidation proceedings.

To the fullest extent of the jurisdiction of the Merrimack County Superior Court and the comity to which the orders of the Superior Court are entitled, all persons are hereby permanently enjoined and restrained from any act to obtain possession of property of NTC, Balcarres or Aegean Scotia, or to exercise control over property of any of those entities.

For your information, I am also enclosing a copy of an additional notice regarding assets that the Department has issued pursuant to NH RSA 395:7. Should you or any other individual attempt to take an action regarding trust assets without the agreement of the Liquidator, we will take necessary actions to secure the property.

If you have any questions, please feel free to contact the Liquidator's staff, currently located at the former offices of Noble Trust Company, at 603-626-1180.

Sincerely,

Abigail A. Shaine
General Counsel
New Hampshire Banking Department

EXHIBIT 11

State of New Hampshire

Banking Department

64B Old Suncook Road
Concord, New Hampshire 03301

Telephone: (603) 271-3561
FAX: Banking (603) 271-1090
FAX: Consumer Credit (603) 271-0750

PETER C. HILDRETH
BANK COMMISSIONER

ROBERT A. FLEURY
DEPUTY BANK COMMISSIONER

April 21, 2008

Via U.S. Mail

Ronald P. Kauffman
Attorney at Law
10233 Southfork Lane
Powell, Ohio 43065-9449

RE: In the Matter of the Noble Trust Company and Aegean Scotia Holdings, LLC Liquidation Order (Docket #08-E-0053) – RSA 395:7 Notice of Possession to Asset Holders

Dear Attorney Kauffman:

On March 27, 2008, the Superior Court for Merrimack County, New Hampshire entered an order appointing New Hampshire Banking Department Commissioner Peter C. Hildreth as Liquidator for Noble Trust Company ("NTC"). Enclosed is a copy of the Commissioner's Notice of Possession pursuant to RSA 395:7.

We are inquiring about the following:

Ronald P. Kauffman CRUT and 1470 W Sandusky Avenue located in Bellefontaine, OH in Logan County.

Sincerely,

Maryam L. Desfosses

Maryam Torben Desfosses
Staff Attorney, Banking Division

Enclosure

IN THE MERRIMACK COUNTY STATE SUPERIOR COURT

IN THE MATTER OF THE LIQUIDATION OF NOBLE TRUST COMPANY	)) **Docket #:08-E-0053**))

NOTICE OF POSSESSION OF NOBLE TRUST COMPANY

The Commissioner of the New Hampshire Banking Department hereby gives notice, pursuant to NH RSA 395:7, that he has taken possession of the property and business of

NOBLE TRUST COMPANY

Such possession is deemed to be effective as of 1:38 p.m. EST on the 27th day of March 2008.

As the basis for such possession, the Commissioner would state as follows:

1. Noble Trust Company ("NTC") is a New Hampshire corporation engaged in fiduciary activities and subject to regulation by the Banking Commissioner ("Commissioner") under the New Hampshire banking laws, which include but are not limited to RSA 383:1 et seq., RSA 384:1 et seq., RSA 384-B:1 et seq., RSA 390:1 et seq. and RSA 392:1 et seq.

2. On February 11, 2008, the Commissioner filed a Motion for Ex Parte Temporary Restraining Order and Preliminary Injunction ("TRO"), supported by the Affidavit of Robert A. Fleury, Deputy Bank Commissioner ("Affidavit"), whom the Commissioner had appointed as Noble's Conservator.

3. On February 11, 2008, the Commissioner filed a Verified Petition for Order of Liquidation ("Petition"), which states that "during the course of examination, the Commissioner has determined that Noble is conducting its business in an unsafe and unauthorized manner and that is necessary for the public safety that it should not continue to transact business."

4. The court, in the TRO, ordered that the Commissioner has presented sufficient evidence of NTC's unsafe and improper activities and conduct "for the Court to conclude that Liquidation is likely." Such evidence includes:

a. NTC failed to notify the New Hampshire Banking Department ("Department") that defaults had rendered the Sierra Investment worthless and actively hid those facts;

b. NTC filed a false Trust Officers Questionnaire with the Department on January 7, 2008, including the failure to inform the Department about two lawsuits it filed in Colorado;

c. NTC's failure to file Suspicious Activity Reports concerning the events surrounding the Sierra Investment;

d. NTC's filing of false and misleading statements in Call Reports with the Department; and

e. NTC's failure to have a public accounting firm or certified public accountant at least annually audit its books and records.

Accordingly, the Commissioner has determined, pursuant to RSA 395:1 et seq., that: 1) NTC's business is being conducted in an unsafe and unauthorized manner and 2) it is necessary for the public safety that it should not continue to transact business. The court has further determined that the public good requires the Commissioner to take possession forthwith of NTC's property and business until NTC's affairs shall finally be liquidated, pursuant to RSA 395:2.

On March 27, 2008, the Superior Court ordered the liquidation of NTC and its holdings company, Aegean Scotia Holdings, LLC. The Liquidation Order directs the Commissioner as Liquidator to secure assets and property of NTC, Balcarres Group, LLC (a wholly owned subsidiary of NTC) and Aegean Scotia Holdings, LLC (the holding company for NTC). His authority under this Order extends to all trusts and sub-trusts in which NTC holds any interest, whether directly or indirectly. The former officers and employees of NTC are prohibited from proceeding with the business of NTC without written permission from the Commissioner/ Liquidator.

If you hold or have possession of any assets of NTC, please immediately contact the Liquidator's staff, currently located at the former offices of Noble Trust Company, at 603-626-1180 or email ntcliquidation@banking.state.nh.us.

EXHIBIT 12

RON P. KAUFFMAN
ATTORNEY AT LAW
10233 SOUTHFORK LANE
POWELL, OHIO 43065

(614) 846-1252 · FAX (614) 846-8287

Office of the Liquidator
Noble Trust Company
P.O. Box 2765
Concord, NH 03302-2765
Attn: Abigail Shaine, General Counsel

June 25, 2008

Dear Ms. Shaine :

This is in response to your letter of June 23, 2008 and a follow up to my fax of the same date.

The purchase agreement does not require the Liquidator to sign a general warranty deed, only a deed limited to stating that the Banking Department has not placed any liens on the property and it transfers whatever interest it has acquired to the buyer.

The agreement does not require the Liquidator to pay any closing or sales expenses. The costs will come out of the buyer's $49,000 down payment, including sales commission, real estate taxes, title insurance, reimbursement of the $13,333 paid me by Noble Trust Co. and all other seller's expenses. Any deficit I would pay but we expect none.

Please refer to the Trust Agreement I entered into with National City Bank. I do not need the consent of Noble Trust Co. or the Liquidator to appoint a successor trustee. I have the power to do this without their approval – only a notice is required.

There will be no proceeds of sale "to be held by the Merrimac County Superior Court. There is a five-year balloon payment for the other $320,000 unpaid balance of the purchase price.

Due to the shutdown of Noble Trust Co., I have received nothing but grief and extensive monetary damages. I have received no consideration for $1,500,000 life insurance policy to which I assigned ownership and which names a charity chosen by Noble as beneficiary. I have done absolutely nothing wrong but I have been irreparably harmed

financially and emotionally. This is the best offer obtained in over five-years of trying to sell this property. Meanwhile, I have to pay the expenses of holding it, which is about $2,500 per month.

Please help me extricate myself from this nightmare by approving this carefully drafted contract which protects all parties thereto.

Respectfully yours,

Ronald P. Kauffman

Ronald P. Kauffman

RPK/lk

c: Mike Lane, Realtor
Jim Wilson, Realtor

EXHIBIT 13

QUIT CLAIM DEED
(CORRECTIVE DEED)

KNOW ALL MEN BY THESE PRESENTS that National City Bank, Trustee, of Franklin County, Ohio, the Grantor, in consideration of One Dollar and other valuable consideration paid, does hereby remise, release and forever quit claim to the Grantee, Ronald P. Kauffman, Successor Trustee, of The Ronald P. Kauffman Charitable ~~Reminder~~ Remainder Trust, dated December 21, 2001 and its successors and assigns, whose tax mailing address is 10233 Southfork Lane, Powell, Ohio 43065 the following described real property:

Situated in the County of Logan, in the State of Ohio and in the Township of Harrison and being further described as shown on the attached Exhibits A & B:

Parcel No. 11-091-0000-017-005 Address – 1470 W. Sandusky, Bellefontaine, Ohio 43311

and all the Estate, Title and Interest of said Grantor in and to said premises; to have and to hold said premises with all the rights, easements and appurtenances thereunto belonging thereof unto the said Grantee, its successors and assigns forever.

Last Transfer OR. 592 P. 511

This Deed is given to correct the deed filed October 16, 2007 in OR. 892.P. 511, Logan County Recorder.

IN WITNESS WHEREOF, National City Bank Trustee, by Tristan A. McCormick its Vice President has hereunto his hand this 19th day of August, 2008.

National City Bank, Trustee

by: [signature], VP

by Tristan A. McCormick

its Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 19th day of August 2008, before me, the subscriber, a Notary Public in and for said County, personally appeared Tristan A. McCormick, Vice President National City Bank, Trustee, the Grantor in the foregoing deed, and acknowledged the signing of the same to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the above day [illegible]

REBECCA A. NULL
Notary Public, State of Ohio
My Commission Expires 10-20-09

Rebecca A. Null
NOTARY PUBLIC

This instrument was prepared by: Ronald P. Kauffman Attorney at Law
10233 Southfork Lane, Powell, Ohio 43065

137964
CAH
ENVELOPE
ATTACHED

Title First Agency, Inc.
Commercial Department
555 S. Front Street, Ste. 400
Columbus, OH 43215
(614) 224-9207

8-22-08
TRANSFER NOT NECESSARY
LOGAN COUNTY AUDITOR

STATE OF OHIO
LINDA HANSON
LOGAN COUNTY RECORDER
D 200800058 29
MDK Date 08/22/2008
Recording Fees: n/c

OR 926/390
3P
Time 13:47:23
36.00 Title
8-19-08 1st

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being more particularly described as follows;

Beginning for reference at a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of said Section 5;

thence with the South line of said Section 5 and the old centerline of State Route 47, S-84°17'00"-E, 899.98' (feet) to an iron bar set at the PRINCIPAL PLACE OF BEGINNING of the tract hereinafter described;

thence N-6°44'32"-E, 236.58' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 30.00' (feet);

thence S-82°48'44"-E, 254.22' (feet) to an iron bar set on the West line of a 1.123 acre tract conveyed to United Electric Enterprises LTD., by Deed recorded in Official Record 470, Page 691 of the Logan County Records;

thence with the West line of United Electric Enterprises 1.123 acre tract, S-6°44'32"-W, 229.89' (feet) to a 5/8" diameter iron bar found at grade on the old centerline of State Route 47 and also being on the South line of said Section 5, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 199.89' (feet);

thence with the South line of said Section 5, also being the old centerline of State Route 47, N-84°17'00"-W, 254.25' (feet) to the place of beginning, passing for reference a Mag nail set in an asphalt driveway at 219.89' (feet).

Containing 1.361 acres, 0.175 acre of which is in the road right-of-way, but being subject to the rights of all legal highways and all easements of record including but not limited to a 15.00' (foot) wide and ingress/egress easement herein reserved, the centerline of which is more particularly described as follows.

11-091-00-00-017.005

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPAL PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-26°54'24"-E, 53.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°48'44"-E, 57.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

The above described 1.361 acre tract and the 15.00' (foot) wide ingress-egress easement are both part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, November 13, 2001. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 4782 PS 7574". The basis of bearings for the herein described tract is the centerline of State Route 47 (West Sandusky Avenue) per Official Record 342, Page 674 of the Logan County Records (N-84°17'00"-W).

William D. Edwards

D 200600058829
OR 926/381
D 200100013567
OR 54

EDWARDS SURVEYING
110 SOUTH MAIN STREET
URBANA, OHIO 43078
(937) 653-6508

EX B

LEGAL DESCRIPTION - 15.00' INGRESS/EGRESS EASEMENT

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being an easement for ingress and egress, 15.00' (feet) in width, the centerline of which is more particularly described as follows;

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPAL PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.86' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-29°54'24"-E, 53.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°46'44"-E, 57.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

Being a part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, November 13, 2001. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 4792 PS 7574". The basis of bearings for the herein described tract is the centerline of State Route 47 (West Sandusky Avenue) per Official Record 342, Page 674 of the Logan County Records (N-84°17'00"-W).

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
8/22-08

William D. Edwards
Professional Surveyor No. 7574

0 200805829
OR 926/382

EXHIBIT 14

LOGAN COUNTY RECORDER 2P
D 2008006520 OR 929/147
Date 09/24/2008 Time 08:44:53
Recording Fees: 28.00

GENERAL WARRANTY DEED

Title First 9-23-08

KNOW ALL MEN BY THESE PRESENTS that Ronald P. Kauffman, Successor Trustee, of the Ronald P. Kauffman Charitable Remainder Trust, dated December 21, 2001, of Delaware County, Ohio, the Grantor, in consideration of Ten Dollars and other valuable consideration paid, does hereby Grant, Bargain, Sell, and Convey to the Grantee, Pinnacle Management Group, LLC., and its successors and assigns, whose tax mailing address is 103 Regents Gate Court, Simpsonville, SC 29681, the following described real property:

Situated in the County of Logan, in the State of Ohio and in the Township of Harrison and being further described as shown on the attached Exhibit A

Parcel No. 11-081-0000-017-005 Address – 1470 W. Sandusky, Bellefontaine, Ohio 43311

and all the Estate, Title and Interest of said Grantor in and to said premises; to have and to hold said premises with all the rights, easements and appurtenances thereunto belonging thereof unto the said Grantee, its successors and assigns forever.

Last Transfer

IN WITNESS WHEREOF, Ronald P. Kauffman Successor Trustee of the Ronald P. Kauffman Charitable Remainder Trust has hereunto his hand this 23RD day of SEPT., 2008.

Ronald P. Kauffman, Successor Trustee
by Ronald P. Kauffman, SOLE TR.

151/147 CAA EXT. ATTACHED

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 23RD day of SEPT. 2008, before me, the subscriber, a Notary Public in and for said County, personally appeared Ronald P. Kauffman, Successor Trustee of the Ronald P. Kauffman Charitable Remainder Trust, the Grantor in the foregoing deed, and acknowledged the signing of the same to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the above day and year.

Kristen Coates
NOTARY PUBLIC

KRISTEN C. COATES
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 ORC

This instrument was prepared by: Ronald P. Kauffman Attorney at Law
10233 Southfork Lane, Powell, Ohio 43065

KRISTEN C. COATES
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 ORC

Commercial Department
555 S. Front Street, Ste. 400
Columbus, OH 43215
(614) 224-9207

Exhibit "A" – Legal Description
For File: 1377964

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being more particularly described as follows:

Beginning for reference at a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being the Southwest corner of said Section 5;

Thence with the South line of said Section 5 and the old centerline of State Route 47, S. 84° 17' 00" E., 889.98' (feet) to an iron bar set at the PRINCIPLE PLACE OF BEGINNING of the tract hereinafter described:

Thence N. 6° 44' 32" E., 236.56' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 30.00' (feet);

Thence S. 82° 46' 44" E., 254.22' (feet) to an iron bar set on the West line of a 1.123 acre tract conveyed to United Electric Enterprises Ltd., by Deed recorded in Official Record 470, Page 691 of the Logan County Records;

Thence with the West line of United Electric Enterprises 1.123 acre tract, S. 6° 44' 32" W., 229.89' (feet) to a 5/8" diameter iron bar found at grade on the old centerline of State Route 47 and also being on the South line of said Section 5, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 199.89' (feet);

Thence with the South line of said Section 5, also being the old centerline of State Route 47, N. 84° 17' 00" W., 254.25' (feet) to the place of beginning, passing for reference a Mag nail set in an asphalt driveway at 219.89' (feet);

Containing 1.361 acres, 0.175 acre of which is in the road right-of-way, but being subject to the rights of all legal highways and all easements of record including but not limited to a 15.00' (foot) wide ingress/egress easement herein reserved, the centerline of which is more particularly described as follows.

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

Thence with the South line of said Section 5 and the centerline of old State Route 47, S. 84° 17' 00" E., 934.34' (feet) to a Mag nail set at the PRINCIPLE PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

Thence N. 7° 19' 59" E., 52.30' (feet) to a Mag nail set;

Thence N. 29° 54' 24" E., 53.23' (feet) to a Mag nail set;

Thence N. 7° 14' 20" E., 134.24' (feet) to a point on the north line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S. 82° 46' 44" E., 57.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

Thence above described 1.361 acre tract and the 15.00' (foot) wide ingress/egress easement are both part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, November 13, 2001. All iron bars set are 5/8" X 30" iron rebar with a yellow plastic cap stamped "EDWARDS PS 4792 PS 7574". The basis of bearings for the herein described tract is the centerline of State Route 47 (West Sandusky Avenue) per Official Record 342, page 674 of the Logan County Records (N. 84° 17' 00" W.).

Parcel No: 11-091-00-00-017.005

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY 9-24-08

TRANSFERRED ☐ 9-24-08
ORC 319.54 FEE P.O. 36.00
ORC 322.02 FEE P.O. 36.00
EXEMPT
AUDITOR OF LOGAN COUNTY
Michael E. Godwin

D 2008006520 DR 929/146

EXHIBIT 15

Adopted by the
Columbus Bar Association
Sept. 1990

Chapter 5313 of the Ohio Revised Code contains additional rights and obligations of a Seller and a Buyer under a Land Installment Contract other than those set forth in this Land Installment Contract. Before signing this Land Installment Contract, it is recommended that Seller and Buyer each consult with legal counsel.

LAND INSTALLMENT CONTRACT

Ronald P. Kauffman Successor Trustee of The Ronald P. Kauffman Charitable Remainder Unitrus (identify marital status), hereinafter called "Seller", whether one or more than one, agrees to sell to The Solid Rock Baptist Church, Logan County, Ohio, hereinafter called "Buyer", whether one or more than one, and Buyer agrees to purchase, upon the following terms and conditions, the real estate improvements, fixtures, and appurtenances known as 1470 W. Sandusky, Bellefontaine, Ohio, the legal description of which is as follows (the "Premises"):

Situated in the State of Ohio, County of Logan, and Township of Harrison

and being further described as follows: Being a 1.361 acre tract of land located at 1470 W. Sandusky, Bellefontaine, Ohio 43311 (See attached Exhibit A for legal description) and the 6600 square foot building and contents situated thereon

§1. **Purchase Price and Payment.** Buyer shall pay Seller for the Premises the Purchase Price, including all fees and charges for services, of $ 306,500. The Purchase Price shall be payable as follows:

(a) Upon Buyer's execution of this Contract, Buyer shall pay the sum of $ 6,500.00 by March 1, 2010 as a down payment for the Purchase Price, subject to such adjustments, prorations and credits as provided for hereinafter.

(b) The remaining principal balance of the Purchase Price ($ 300,000), together with accrued interest on the declining unpaid balance at the rate of 6 % per annum from the date hereof, shall be paid in consecutive monthly installments of $ 1,500 or more, beginning on the 1 day of Aug 2010, and continuing on the same day of each subsequent month until said balance and accrued interest are paid in full; provided, however, that unless sooner paid the remaining unpaid principal balance and all accrued interest shall be due and payable on or before March 1, 2013.

(c) The unpaid principal balance on which interest shall accrue shall be adjusted monthly. If Buyer fails to make any installment due under this Contract within 10 days of its due date, a late charge of $150 of such payment shall be charged Buyer.

(d) Monthly installments due hereunder shall be paid to Seller at the address set forth below Seller's signature or at such other address as Seller may from time to time designate. * $1,000 due by July 1, 2010

§2. **Possession.** Buyer shall have exclusive possession of the Premises commencing on Feb.1,2010 and continuing thereafter so long as Buyer is not in default under this Contract. If Buyer is unable to secure financing by 3.1.13, this contract will be cancelled and both parties released from further liability.

§3. **Real Estate Taxes and Assessments.** Buyer shall pay all real estate taxes and assessments becoming due or payable from or after the date of this Contract. Except seller shall pay all taxes, delinquent, current and penalties due Feb. 17, 2010 & Aug. 15, 2010.

§4. **Utilities.** Buyer shall pay for all charges incurred for all utility services used or consumed at the Premises from and after the date possession is given to Buyer.

§5. **Indemnity and Insurance; Escrow Accounts.** From and after the date of this Contract, Buyer shall indemnify Seller for, defend Seller against, and hold Seller harmless from any liability, loss, cost, injury, damage, or other expense that may occur or may be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, possession, occupancy, or nonoccupancy of the Premises by Buyer or Buyer's agents, employees, licensees, invitees, or guests. Buyer has examined the Premises and is relying solely upon such examination with respect to the condition, character and size of the land, improvements and fixtures, if any, constituting the Premises.

At Buyer's own cost and expense, Buyer shall obtain and maintain in full force and effect at all times during the continuance of this Contract: (a) comprehensive liability insurance for bodily injury or death to any person or persons, and property damage

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insurance, in such amounts as Seller reasonably deems necessary; and (b) fire and extended coverage insurance in an amount sufficient to prevent Seller from being a co-insured under said policy of insurance, but in no event less than the unpaid balance due under this Contract.

Seller and Buyer shall both be named as insured parties in the insurance policies required above, as their interests appear, and, at Seller's request, Buyer shall obtain a standard mortgagee's endorsement for the protection of Seller's mortgagee. Each policy shall provide for written notice to Seller and Seller's mortgagee, if applicable, at least 30 days prior to any cancellation, modification, or lapse thereof. Buyer shall furnish Seller and Seller's mortgagee, if applicable, with memorandum copies of such insurance policies upon Seller's execution of this Contract.

Seller, at Seller's option, may obtain and maintain the fire and extended insurance policy noted in this §5 (a copy of which shall be delivered to Buyer) and may pay directly the real estate taxes and assessments noted in §3, above, in which event Buyer shall pay to Seller, within 15 days after Seller notifies Buyer in writing of the amount of the same, the amount of such real estate taxes and insurance premiums. If Seller's mortgagee pays the real estate taxes and/or insurance premiums on behalf of Seller, Buyer shall pay, in addition to and at the same time as monthly installments are due Seller under this Contract, the monthly amount payable by Seller to Seller's mortgagee, as such amounts may be adjusted from time to time by Seller's mortgagee.

§6. **Maintenance and Repairs; Use.** Buyer shall maintain and repair the Premises in as good condition and state of repair as the Premises are in as of the date of this Contract, reasonable wear and tear excepted. Buyer shall not make any alterations, additions or improvements to the Premises without the prior written consent of Seller, which consent shall not be unreasonably withheld, nor shall Buyer commit any waste to the Premises. Seller shall have the right, upon at least 24 hours notice to Buyer, to enter upon and inspect the Premises at all reasonable times during the continuance of this Contract. Buyer shall promptly notify Seller in writing of any damage to the Premises which exceeds the amount of the insurance deductible. In the event of a fire or other casualty, and to the extent permitted by any mortgagee of the Premises, insurance proceeds shall be utilized to restore and repair the Premises. Buyer shall not create, permit, or suffer any liens or encumbrances against the Premises, except the lien of current taxes and installments and assessments not yet due and payable. Seller shall guarantee that all mechanical systems are in good operating condition by March 1, 2010 or when all utilities are on.

§7. **Damage and Destruction; Eminent Domain.** From and after the date of Seller's execution of this Contract, neither the destruction of or damage to the Premises, whether from fire or other cause, nor the taking of the Premises or any portion thereof in appropriation proceedings or by the right of eminent domain or by the threat of the same, shall release Buyer from any of Buyer's obligations under this Contract; provided, however, that any awards made for a taking of the Premises shall belong to Seller up to the amount of the unpaid balance of the Purchase Price and accrued interest to the date of such taking, and the amount of such award paid to Seller, or to Seller's mortgagee on behalf of Seller, shall be credited as payments under this Contract. Any excess award shall be paid to Buyer.

§8. **Seller's Mortgage; Encumbrances.** Seller shall pay any mortgage now encumbering or hereafter placed on the Premises by Seller in accordance with the terms thereof. If Seller is in default under any such mortgage, then Buyer may cure such default, and all sums so paid by Buyer shall be credited by Seller as payments under this Contract.

The Premises are presently subject to the following encumbrances: zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record; the lien of real estate taxes and assessments not yet due and payable; and (none, if nothing stated). (No mortgage) Judgement lien for $341,843.00 in favor of seller against Pinnacle Management Group, LLC which seller shall release of record prior to delivery of deed from seller to buyer.

§9. **Completion of Contract and Transfer of Premises.** When the Purchase Price and all other amounts to be paid by Buyer pursuant to this Contract are fully paid, Seller shall convey the Premises to Buyer by transferable and recordable general warranty deed with release of dower, if required (or executor's or trustee's deed if appropriate), warranting good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances whatsoever, except for the following: those which have been created or assumed by Buyer; zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record which do not unreasonably interfere with the present lawful use of the Premises; and the lien of real estate taxes and assessments not then due and payable.

9.5 Upon completion of the land contract, seller agrees to remove easement from the road to back of subject property. If the easement exists, seller confirms it to be only a farm easement and not to be used on Sundays.

n owners

§10. **Title Evidence.** Buyer acknowledges that Seller ~~has~~ at Seller's expense, will provide at time of delivery of deed (land contract vendee's) title insurance commitment (with policy premium prepaid) in the amount of the Purchase Price, showing in Seller marketable title in fee simple, free and clear of all liens and encumbrances except those created by or assumed by Buyer and those referred to in §8, above. If an abstract was provided, Buyer shall deliver the abstract back to Seller upon execution hereof to be kept by Seller until returned to Buyer prior to delivery of the deed. The title evidence provided by Seller under this §10 satisfies all of Seller's obligations to Buyer with respect to title evidence.

§11. **Assignment.** Buyer shall not assign, encumber or transfer Buyer's interest under this Contract without the prior written consent of Seller.

§12. **Buyer's Default.** The entire unpaid balance of the Purchase Price, together with all unpaid and accrued interest and all other charges payable under this Contract, shall at Seller's option become immediately due and payable: (1) if Buyer fails to make any payment within 30 days after it becomes due; (2) if Buyer fails to observe or perform any other provision, covenant or condition required of Buyer within 30 days after Seller gives notice to Buyer of Buyer's failure to observe or perform said provision, covenant or condition; (3) if Buyer abandons the Premises during the continuance of this Contract; (4) if an order for relief under any bankruptcy laws of the United States is issued naming Buyer as debtor or if Buyer makes an assignment for the benefit of creditors or enters into a composition agreement with Buyer's creditors; (5) if the interest of Buyer in the Premises is attached, levied upon, or seized by legal process; (6) if a trustee, receiver or liquidator is appointed on behalf of Buyer; or (7) if this Contract is assigned in violation of its terms or is terminated by operation of law. In any of such events Seller may, upon notice to Buyer as required by law, initiate proceedings for the foreclosure or forfeiture of Buyer's interests in this Contract and in the Premises.

§13. **Nonwaiver; Right to Cure Defaults; Remedies.** Neither the failure by Seller to exercise any of Seller's options hereunder, nor Seller's failure to enforce Seller's rights or seek Seller's remedies upon any default, nor acceptance by Seller of any payments occurring before or after any default shall effect or constitute a waiver of Seller's rights to exercise such option, to enforce such rights or to seek such remedy with respect to that default or to any prior or subsequent default.

If Buyer fails to pay by their respective due dates any charges or other obligations to be paid pursuant to the terms hereof, or fails to perform any other duties which Buyer is required to perform hereunder, then Seller, at Seller's option, may do so and the amount of any such expenditure by Seller, plus accrued interest at the rate of 10 % per annum from the time such expenditure is made until reimbursed, shall immediately become due and payable to Seller.

The remedies provided in this Contract shall be cumulative and shall not in any way abridge, modify or preclude any other right or remedies to which Seller is entitled at law or in equity.

§14. **Miscellaneous.**

(a) As used herein the term "Seller" and "Buyer" include, respectively, all persons signing this Contract in the capacity so stated and his, hers or its respective heirs, successors, and assigns, and all obligations of each party herein are joint and several.

(b) This Contract shall be governed by the laws of the State of Ohio, and, if any provision hereof is in conflict with any federal law or law of the State of Ohio, then any such terms shall be deemed modified to conform to such law without affecting the remaining provisions of this Contract.

(c) Seller shall cause this Contract to be recorded within 20 days after it has been fully executed.

(d) Pending orders of any public agency against the Premises are as follows: (none, if nothing stated)

NONE

(e) If this Contract is entered into pursuant to a real estate purchase contract, the term "closing" when used in said purchase contract shall for all purposes be defined as the date of execution of this Contract. If there are inconsistencies between the terms of the purchase contract and the terms of this Contract, the terms of this Contract shall prevail.

(f) Additional provisions:

Buyers performance of terms & conditions & payments of this contract is guaranteed by the Grace Baptist Church, Delaware, Ohio

No buyers realtor (co-op) fees are due Disbennett Real Estate.

IN WITNESS WHEREOF, the parties to this Contract and their spouses have hereunto set their hands to duplicate counterparts of this contract as of the day and year indicated below.

Seller Ron P. Kauffman Successor Trustee of the
Ron P. Kauffman Charitable Remainder Unitrust

By

Dated February 18 2010

Address 10233 Southfork Ln.,
Powell, OH 43065

BUYER
Solid Rock Baptist Church

By James Frost, Pastor February 2010

Address: 1470 W. Sandusky, Bellefontaine, OH 43311

Payment & terms guaranteed by
The Grace Baptist Church, Delaware, OH

By Cory Bane, Pastor February 2010

Address: 3744 St. Rte 37 W., Delaware, OH 43015

STATE OF OHIO
COUNTY OF Delaware, SS:

On this 18 day of February 2010 before me, a Notary Public in and for said State, personally appeared the above named Ronald P. Kauffman Successor Trustee of the Ronald P. Kauffman Charitable Remainder Unitrust, Seller, who acknowledged the signing of the foregoing instrument and that the same is Seller's free act and deed.

Notary Public

LELA WALKER
Notary Public, State of Ohio
My Commission Expires
December 16, 2012

STATE OF OHIO
COUNTY OF Delaware, SS:

On this 19th day of February 2010 before me, a Notary Public in and for said State, personally appeared the above named James Frost, Pastor of the Solid Rock Baptist Church & Dr. Corey Bane, Senior Pastor of Grace Baptist Church, Buyer, who acknowledged the signing of the foregoing instrument and that the same is Buyer's free act and deed.

Notary Public

This instrument prepared by Ronald P. Kauffman, Attorney at Law, attorney at law.

© 1990 CBA

Gisela Fildebrandt
Notary Public-State of Ohio
My Commission Expires
September 25, 2012

EXHIBIT 16

STATE OF OHIO
LINDA HANSON
LOGAN COUNTY RECORDER 2P
D 2010004843 OR 1001/435
MEH Date 08/25/2010 Time 13:54:46
Recording Fees: 48.00

6-18-10
Ronald Kauffman X mk

TRANSFERRED ☐ 8-25-10
ORC 319.54 FEE P.O. _____
ORC 322.02 FEE P.O. ✓
EXEMPT _____
AUDITOR OF LOGAN COUNTY
Michael E. Godwin

LIMITED WARRANTY DEED (in lieu of foreclosure)

Pinnacle Management Group LLC, a South Carolina Limited Liability Corporation, by Michael E. Amos, managing member for valuable consideration, grants to Ronald P. Kauffman, Successor Trustee of The Ronald P. Kauffman Charitable Remainder Unitrust, to have and hold with Limited Warranty Covenants (by, through, and under Grantor), the following described real property:

Situated in the State of Ohio, County of Logan and Township of Harrison containing 1.31 acres subject to all easements of record

See attached Exhibit A for complete legal description. Tax district number and parcel number: 11-091-00-00-017 .005 Harrison Township Bellefontaine Corporation Street address of property: 1740 W. Sandusky St., Bellefontaine, Ohio. Prior instrument reference: Volume OR 929 page 147 of the Records of Logan County, Ohio. Grantee's tax mailing address 10233 Southfork Lane, Powell, Ohio 43065

Signed this 18th day of June, 2010, at Greenville, South Carolina.

Pinnacle Management Group LLC. Michael E. Amos

STATE OF South Carolina By Michael E Amos

COUNTY OF Greenville

The foregoing instrument was acknowledged before me this 18th day of June, 2010 by Michael E. Amos, Managing Member of Pinnacle Management Group LLC.

Ginger P. Eaton
Notary Public
2.28.15 My Commission Expires

Prep. by R. P. Kauffman, Atty

EDWARDS SURVEYING
110 SOUTH MAIN STREET
URBANA, OHIO 43078
(937) 653-6508

EX A

LEGAL DESCRIPTION - KAUFFMAN'S 1.361 ACRE TRACT

1470 W. Sandusky Avenue, Bellefontaine, Ohio 43311

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being more particularly described as follows;

Beginning for reference at a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of said Section 5;

thence with the South line of said Section 5 and the old centerline of State Route 47, S-84°17'00"-E, 899.98' (feet) to an iron bar set at the PRINCIPAL PLACE OF BEGINNING of the tract hereinafter described;

thence N-6°44'32"-E, 238.56' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 30.00' (feet);

thence S-82°46'44"-E, 254.22' (feet) to an iron bar set on the West line of a 1.123 acre tract conveyed to United Electric Enterprises LTD., by Deed recorded in Official Record 470, Page 691 of the Logan County Records;

thence with the West line of United Electric Enterprises 1.123 acre tract, S-6°44'32"-W, 229.89' (feet) to a 5/8" diameter iron bar found at grade on the old centerline of State Route 47 and also being on the South line of said Section 5, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 199.89' (feet);

thence with the South line of said Section 5, also being the old centerline of State Route 47, N-84°17'00"-W, 254.25' (feet) to the place of beginning, passing for reference a Mag nail set in an asphalt driveway at 219.89' (feet).

Containing 1.361 acres, 0.175 acre of which is in the road right-of-way, but being subject to the rights of all legal highways and all easements of record including but not limited to a 15.00' (foot) wide and ingress/egress easement herein reserved, the centerline of which is more particularly described as follows.

11-091-00-00-017.005

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPLE PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-29°54'24"-E, 53.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°46'44"-E, 67.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.063 acre but being subject to the rights of all legal highways and all easements of record.

The above described 1.361 acre tract and the 15.00' (foot) wide ingress-egress easement are both part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards, Professional Surveyor No. 7574, November 13, 2001. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 4792 PS 7574". The basis of bearings for the herein described tract is the centerline of State Route 47 (West Sandusky Avenue) per Official Record 342, Page 674 of the Logan County Records (N-84°17'00"-W).

William D. Edwards
Professional Surveyor No. 7574

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY JLB 8-25-2010

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY JLB 12-28-01

OR 1001/436
D 2010004843
D 2001013567
OR 542/607
D 2009004403
OR 956/472

EXHIBIT 17

Corrected

39A-LAND INSTALLMENT CONTRACT
5313.01 O.R.C. Revised Sept. 2009

Land Installment Contract

This Agreement, entered into at Delaware, Ohio, by and between Ronald P. Kauffman, Successor Trustee of Ronald P. Kauffman Charitable Remainder Unitrust, hereinafter called the "Vendor," whose address is: 10233 Southfork Lane, Powell, Ohio 43065 and The Solid Rock Baptist Church, Logan County, Ohio, hereinafter called the "Vendee" whose address is 1470 W. Sandusky St. Bellefontaine, Ohio 43311.

Witnesseth: That in consideration of the mutual promises of the parties herein contained, the Vendor agrees to sell and convey, and the Vendee agrees to purchase and pay for, upon and under the provisions, terms and conditions herein expressed, the following described real property, located at 1470 W. Sandusky St. Bellefontaine, County of Logan, State of Ohio and further described as follows, to wit:

Being a 1.361 acre tract of land as further described on the attached Exhibit A (Legal Description).
Parcel No. 11-091-0000-017-005 Harrison Township Bellefontaine Corporation

Vendor will pay delinquent and current real estate taxes due February 2010 and August 2010 in amount of $8512.

Together with all the hereditaments and appurtenance thereof, but subject to all legal highways.

The Vendee agrees to pay for said property the sum of Three Hundred Six Thousand Five Hundred Dollars ($306,500.00), and in addition the following shall constitute charges or fees for services which are includible in the contract separate from and in addition to the contract price: Recording fees. ($1000. is due Vendee on July 1, 2010).

The sum of Sixty Five Hundred Dollars ($6500.00) has been paid by the Vendee upon the signing of this contract, the receipt of which is hereby acknowledged, leaving a principal balance owed by the Vendee of Three Hundred Thousand Dollars ($300,000.00) bearing interest at the rate of 6% per annum, principal and interest being payable in 35 consecutive installments of Fifteen Hundred Dollars (effective March 1, 2010 through February 1, 2013). ($1500.00), each on the 1st day of each month, beginning August 1, 2010. Said payments shall be applied first to interest and the balance to principal, interest to be ratably reduced from and after each part payment of principal. Additional partial payments or entire payment of the principal may be made at any time. If the Vendee fails to pay any installment due hereunder within 10 days after said payment is due, the Vendee shall be required to pay an additional charge of 10%, which is due immediately and should be paid to the Vendor at the time of payment of the past due installment.

The Vendor agrees to furnish to Vendee at time of delivery of deed ~~guarantee of~~

~~title, statement of title~~, title insurance, ~~or such other evidence of title as is in accordance with the prevailing custom in the area where the property is located~~, which said evidence shall show a marketable title to the said property, free and clear from all encumbrance, except None (Vendor guarantees that all mechanical systems are in good operating condition by March 1, 2010) and except legal highways, building and zoning regulations, restrictions and easements of record, and except taxes, assessments, and other governmental charges against the property which shall be the responsibility of the Vendee from January 1, 2010 and thereafter. Application for real estate tax exemption will be filed in June 2010.

Vendee shall provide and maintain fire and extended insurance coverage for the improvements on the property, in an amount not less that the purchase price balance, in companies satisfactory to the Vendor, with loss payable to Vendor and Vendee, as their interests appear. The policy shall be delivered to and held by Vendor.

This property is subject to the following encumbrance(s): Possible ingress-egress easement from front road to rear of property which is only an easement for farming purposes and will not be used on Sundays.
Upon completion of land contract, seller agrees to remove easement from road to back of property.

No outstanding mortgage: The property is subject to the following pending orders of public agencies None known.

Upon fulfillment of the Vendee's obligations under the terms of this contract, Vendor agrees to convey said property to Vendee by deed of general warranty, with release of dower, if any, or by such other deed as is available should Vendor be legally unable to deliver a deed of general warranty. If Vendee is unable to secure financing by 3-1-13, this contract will be cancelled and both parties released from liability.

If any installment payment to be made by the Vendee under the terms of this contract is not paid by the Vendee when due or within thirty (30) days thereafter, the Vendor may initiate forfeiture of the interest of the Vendee in default, as provided by law.

Within twenty (20) days after this contract has been signed by both the Vendor and Vendee the Vendor agrees to cause a copy thereof to be recorded as provided in Ohio Revised Code Section 5301.25.

In Witness Whereof, the Vendor and Vendee have executed this contract in duplicate this 16 day of JULY 2010.

Vendees performance of terms and Conditions of this contract is Guaranteed by Grace Baptist Church, Delaware, Ohio

Corey Bane, Sr. Pastor

Ronald P. Kauffman, Successor Trustee of Ronald P. Kauffman Charitable Remainder Unitrust
Vendor

James Frost, Pastor of Solid Rock Baptist Church, Logan County, Ohio
Vendee

State of Ohio :
Delaware County :

Be it remembered, That on the 12th day of August, 2010 before me, the subscriber; a Notary Public In and for the State of Ohio personally came James Frost, Pastor and Corey Bane, Sr. Pastor, Vendees in the foregoing Land Installment Contract, and acknowledged the signing thereof to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Diana L. Dew-Gaskell
NOTARY PUBLIC

NOTARIAL SEAL STATE OF OHIO

DIANA L. DEW -Gaskell
Notary Public, State of Ohio
My Commission Expires 06-17-2012

State of Ohio :
Franklin County :

Be it remembered, That on the 16 day of of July, 2010 before me, the subscriber; a Notary Public In and for the State of Ohio personally came Ronald P. Kauffman, Successor Trustee, Vendor in the foregoing Land Installment Contract, and acknowledged the signing thereof to be his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Susanna Marlowe
NOTARY PUBLIC

SUSANNA MARLOWE
Notary Public, State of Ohio
My Commission Expires 04-04-2011

This instrument Prepared by:
Ronald P. Kauffman, Attorney At Law

EDWARDS SURVEYING
110 SOUTH MAIN STREET
URBANA, OHIO 43078
(937) 653-6508

LEGAL DESCRIPTION - KAUFFMAN'S 1.361 ACRE TRACT

Being situate in the State of Ohio, County of Logan, City of Bellefontaine, Harrison Township, and being a part of Section 5, Town 3, Range 14, B.T.M.R.S. and being more particularly described as follows:

Beginning for reference at a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of said Section 5;

thence with the South line of said Section 5 and the old centerline of State Route 47, S-84°17'00"-E, 899.98' (feet) to an iron bar set at the PRINCIPLE PLACE OF BEGINNING of the tract hereinafter described;

thence N-6°44'32"-E, 236.58' (feet) to an iron bar set, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 30.00' (feet);

thence S-82°46'44"-E, 254.22' (feet) to an iron bar set on the West line of a 1.123 acre tract conveyed to United Electric Enterprises LTD., by Deed recorded in Official Record 470, Page 691 of the Logan County Records;

thence with the West line of United Electric Enterprises 1.123 acre tract, S-6°44'32"-W, 229.89' (feet) to a 5/8" diameter iron bar found at grade on the old centerline of State Route 47 and also being on the South line of said Section 5, passing for reference an iron bar set on the right-of-way line of State Route 47 (West Sandusky Avenue) at 199.89' (feet);

thence with the South line of said Section 5, also being the old centerline of State Route 47, N-84°17'00"-W, 254.28' (feet) to the place of beginning, passing for reference a Mag nail set in an asphalt driveway at 219.89' (feet).

Containing 1.361 acres, 0.175 acre of which is in the road right-of-way, but being subject to the rights of all legal highways and all easements of record including but not limited to a 15.00' (foot) wide and ingress/egress easement herein reserved, the centerline of which is more particularly described as follows.

Beginning for reference a 1" diameter iron bar found 0.8' (foot) below grade in a monument box at the intersection of the centerlines of County Road 32 and State Route 47 (West Sandusky Avenue), also being at the Southwest corner of Section 5;

thence with the South line of said Section 5 and the centerline of old State Route 47, S-84°17'00"-E, 934.34' (feet) to a Mag nail set at the PRINCIPLE PLACE OF BEGINNING for the easement centerline hereinafter described, passing for reference an iron bar set at 899.98' (feet);

thence N-7°19'59"-E, 52.30' (feet) to a Mag nail set;

thence N-29°54'24"-E, 53.23' (feet) to a Mag nail set;

thence N-7°14'20"-E, 134.24' (feet) to a point on the North line of the previously described 1.361 acre tract, at the terminus of said 15.00' (foot) wide ingress/egress easement, said point also being S-82°46'44"-E, 27.00' (feet) from the Northwest corner of said 1.361 acre tract, passing for reference a Mag nail set at 119.24' (feet);

Containing 0.083 acre but being subject to the rights of all legal highways and all easements of record.

The above described 1.361 acre tract and the 15.00' (foot) wide ingress-egress easement are both part of an 18.877 acre tract conveyed to Ronald P. Kauffman, Trustee, by Deed recorded in Official Record 342, Page 674 of the Logan County Records.

The foregoing description prepared by and in accordance with a Survey by William D. Edwards,

EXHIBIT 18

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS SUPERIOR COURT

Docket No. 08-E-0053

In the Matter of the Liquidation of
Noble Trust Company

ORDER APPROVING OF SETTLEMENT AGREEMENTS WITH RONALD P. KAUFFMAN AND RELATED ENTITIES, PNC BANK AND OHIO ATTORNEY GENERAL

Upon consideration of the Liquidator's Motion for Approval of Settlement Agreements With Ronald P. Kauffman and Related Parties, PNC Bank and the Ohio Attorney General (the "Motion") pursuant to which Glenn A. Perlow, Bank Commissioner for the State of New Hampshire, in his capacity as liquidator (the "Liquidator") of Noble Trust Company ("Noble Trust"), seeks approval of three separate, but related settlement agreements arising out of a dispute concerning real property in Ohio and associated litigation; the settlement agreements are by and between the Liquidator[1] and each of the entities as follows: (i) Ronald P. Kauffman ("Mr. Kauffman") in his individual capacity and, in his capacities as purported trustee of the Ronald P. Kauffman Charitable Trust dated December 21, 2007 (the "Unitrust") as grantor of the Ronald P. Kauffman Irrevocable Trust dated September 6, 2007, and as grantor of the Ronald Kauffman Trust (the CS Trust), executed by the parties on May 8, 2014 and June 1, 2014 (the "Kauffman Settlement Agreement"); (ii) the Ohio Attorney General (the "Ohio AG") executed by the parties on May 25, 2012 and June 4, 2012 (the "Ohio AG Settlement Agreement"); and (iii) PNC Bank, National Association ("PNC") executed by the parties on October 13, 2011 and October 21, 2011

[1] At the time of the execution of the Settlement Agreements with PNC and the Ohio AG, Robert A. Fleury was the Liquidator of Noble Trust. On February 1, 2013, Glenn A. Perlow was appointed by order of this Court the successor Liquidator of Noble Trust. As successor Liquidator, Mr. Perlow endorses the Settlement Agreements and hereby moves for their approval.

(the "PNC Settlement Agreement," together with the Kauffman Settlement Agreement and the Ohio AG Settlement Agreement, the "Settlement Agreements"); notice of the Motion having been given and served upon all creditors and other interested persons entitled thereto as evidenced by the Certificate of Service submitted with respect to the Motion; this Court having reviewed the Motion, the Affidavit of Robert A. Fleury in Support of the Motion and the unredacted Kauffman Settlement Agreement and PNC Settlement Agreement filed under seal in accordance with this Court's Order Establishing Settlement Agreement Review Procedures dated December 5, 2012; there being no objections to the Motion; and the Court being otherwise fully advised in the premises and having found that the Settlement Agreements are an appropriate and prudent exercise of the Liquidator's judgment, are fair and reasonable and are in the best interests of this estate and its creditors; and, after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted and the Settlement Agreements are approved. The Liquidator, PNC, Ohio AG, Mr. Kauffman and all other parties are authorized to take all steps and execute all documents necessary or convenient to consummate or otherwise enter into the Settlement Agreements.

2. The Liquidator has given adequate and sufficient notice of the relief requested in the Motion to all parties entitled thereto and has complied with all applicable requirements of due process with respect to the Motion and the relief requested therein.

3. Pursuant to the Kauffman Settlement Agreement, Mr. Kauffman shall grant, assign or otherwise transfer to the Liquidator or his nominee: (i) the Land Contract[2] and the

[2] Capitalized terms used in this Order and not otherwise defined herein are intended to have the same meaning as ascribed to them in the Motion.

Church Guaranty, and (ii) any claims that he has or may have against Noble Trust, including the Proof of Claim filed in the Liquidation Proceeding by or on behalf of Mr. Kauffman and/or the Unitrust.

So Ordered.

Dated: _____ __, 2014

_____
Hon. Larry M. Smukler