

CLUB

McGINTY GIBBONS HILOW & SPELLACY CO LPA
Attorneys at Law

July 23, 2001

George C. Frank, Jr.
General Manager - Clifton Park
1101 West Forest Road
Lakewood, Ohio 44107

Re: **Clifton Park Trust v. Beneficiaries of Cleveland Park Trust**
Cuyahoga County, Ohio Probate Court Case No. 2001 ADV 0044404

Rec'd
7/17/01
Tom / Great
say do nothing -
the club has consented
have notified the court -
no how else to do for
the thing here

Dear George:

I am writing to you at this time as a follow-up to our previous communications regarding the intervention of The Clifton Club in the above-referenced matter.

Specifically, as we have recently made a formal appearance in the above matter, and plan to meet with the attorneys for Clifton Park Trustees, I would like to better clarify the agreement between the Clifton Park Trustees and The Clifton Club regarding The Clifton Club's involvement in this matter.

who has a copy ?

While statements made in your letter to Dr. Knittel of June 25, 2001 are appreciated, I would like to propose a clearer and more comprehensive statement. Toward that end, I now provide a draft "Agreement" that I have prepared with regard to this matter for your consideration and that of the Park Trustees. Essentially, it is our position that we do not want any statement, pleading or writing of any kind made by or attributed to The Clifton Club arising out of or relating to the above action to be used in any way against any position of The Clifton Club in any dispute or disagreement that might arise between The Clifton Club and the Clifton Park Trustees. In other words, the Clifton Park Trustees would still have the right to use any information, statement or writing on any issue that may arise between the Park Trustees and The Clifton Club, independent of any statement or writing arising out of or relating to the above-referenced action.

how broad - expense ?

with regard to the "rise and row" transaction ?

George, as you know, the intent of The Clifton Club is to assist the Park Trustees with regard to this matter, and I believe that the Club and the Trustees are enjoying a good relationship at this time, which we hope and intend to continue. Our request in this regard is simply a lawyerly precaution due to some of the unique aspects of the parties' relations and history. As I am sure you and the Trustees can appreciate, The Clifton Club simply does not

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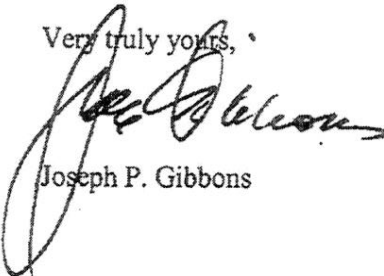
July 23, 2001

want to risk having some statement or writing that it made with regard to the above matter argued against it in some future disagreement with the Park Trustees.

In any event, I ask that you and the Trustees please review the enclosed Agreement, which I have tried to make as clear and simple as possible under the circumstances. I note that I have not sent a copy of this proposed Agreement to Tom Scanlon, but would be more than happy to do so at your request.

*Tom says
he got a copy*

Very truly yours, *



Joseph P. Gibbons

JPG:tl

cc: The Clifton Club

Attn: Dr. Greg Knittel, President/Board of Directors

CPT 14123

AGREEMENT

THIS AGREEMENT is entered into by and between the **TRUSTEES OF THE CLIFTON PARK TRUST DATED MARCH 25, 1912** (the "Trustees") and **THE CLIFTON CLUB COMPANY** (the "Club"), sometimes collectively referred to hereafter as the "Parties".

RECITALS:

WHEREAS, the Trustees have heretofore filed a declaratory judgment action pertaining to a dispute involving certain riverfront property under the caption *Clifton Park Trust, Etc. vs. Beneficiaries of Clifton Park Trust, et al.*, currently pending in the Probate Court of Cuyahoga County, Ohio under Case No. 2001 ADV 0044404 (the "Lawsuit");

WHEREAS, the Club is a defendant in the Lawsuit and has consented to the relief sought by the Trustees;

WHEREAS, as a result of arguments made by certain objecting defendants in the Lawsuit, the Trustees have requested the support of the Club with regard to the Lawsuit; and

WHEREAS, at certain points in time, the Trustees and the Club have disagreed on certain issues, which the Parties agree should not be affected by any statements or writings of the Club relating to or arising out of the Lawsuit.

NOW, THEREFORE, the Parties agree as follows:

1. In consideration for its support regarding the Lawsuit, the Trustees agree that no statement, writing (including pleadings, briefs, correspondence or other writing of any kind, nature or description), or position made or taken by the Club arising out of or relating to the Lawsuit will be used, relied upon or referred to in any way in any dispute, disagreement or issue under consideration by and between the Trustees and the Club.

2. The Club acknowledges and agrees that the Trustees have full right and authority to use any statement or writing of any kind made by the Club or any of its representatives with regard to any dispute, disagreement or issue between the Trustees and the Club, that did not arise out of or is not related to the Lawsuit.

3. The agreements and representations made and contained herein are intended to apply to all statements, writings or position of the Club pertaining to the Lawsuit, whether made prior to the date of this Agreement or at any time in the future, and shall continue without limitation.

4. The Parties intend this Agreement to be binding upon the Trustees, the Club, their successor, assigns and all representatives.

IN WITNESS WHEREOF, the Parties have set their hands to duplicate original copies of this Agreement on the ___ day of July, 2001.

THE CLIFTON PARK TRUST DATED
MARCH 25, 1912

By: _____

Its: _____

THE CLIFTON CLUB COMPANY

By: _____

Its: _____