

DANIEL M. HERRIGAN

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2012 MAR 21 PM 3: 35

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SUMMIT COUNTY
CLERK OF COURTS IN THE COURT OF COMMON PLEAS
CARROLL COUNTY, OHIO

CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

Lynn Richardson
100 Wandle Ave
Bedford, OH 44146

and

Lucia Hanigosky
160 Chestnut Rd.
Seven Hills, OH 44131

and

Corey Ann Ringle
16410 Fernway
Shaker Heights, OH 44120

and

Lou Spilker
32690 Arlesford Dr.
Solon, OH 44139

and

Kerrin Winter-Churchill
2166 W. Royalton Rd.
Broadview Heights, OH 44147

and

Rachel Oppenheimer
389 Nobottom Rd
Berea, OH 44017,

Plaintiffs,

v.

CASE NO. 12CVH27083

JUDGE DOMINIC E OLIVITO, JR

2012 03 1636

JUDGE MARY MARGARET ROWLANDS
VERIFIED COMPLAINT FOR DERIVATIVE
ACTION, DECLARATORY JUDGMENT,
INJUNCTIVE AND OTHER RELIEF

THE GIRL SCOUTS OF NORTH EAST OHIO,)
c/o B.D.B. Agent Co., statutory agent)
3800 Embassy Parkway)
Suite 300)
Akron, Ohio 44333)
)
Defendant.)
)

For their Complaint, Plaintiffs, Lynn Richardson, Lucia Hanigosky, Corey Ann Ringle, Lou Spilker, Kerrin Winter-Churchill, and Rachel Oppenheimer ("Plaintiffs"), being members of The Girl Scouts of North East Ohio, an Ohio non-profit corporation, and being similarly situated with the members of the Girl Scouts of North East Ohio, bring this action on behalf of the Girl Scouts of North East Ohio to enforce the rights of the non-profit corporation which the corporation has itself failed or refused to enforce, therefore, individually, and on behalf of similarly-situated members of The Girl Scouts of North East Ohio, Plaintiffs state as follows:

THE PARTIES

1. Defendant Girl Scouts of Northeast Ohio (hereinafter, "GSNEO" or "Defendant") is an Ohio non-profit corporation organized as a member organization with its principal place of business in Macedonia, Summit County, Ohio.

2. Plaintiffs are, and were at all times relevant hereto, members of GSNEO and are residents of Cuyahoga County, Ohio (hereinafter, "Members"). As members of GSNEO, Plaintiffs are possessed of member rights set forth in Defendant's Code of Regulations and otherwise as set forth in Ohio's non-profit corporation law. Plaintiffs fairly and adequately represent the interests of other similarly situated members of GSNEO. Plaintiffs seek to enforce rights of GSNEO which GSNEO itself has failed or refused to enforce. As such, Plaintiffs have standing to bring this action as a Derivative Action pursuant to Rule 23.1 of

the Ohio Rules of Civil Procedure and as a suit for Declaratory Judgment and Injunctive Relief.

3. A case and controversy exists between the Members and Defendant as to certain actions of the Board of Directors of GSNEO (hereinafter, "Board") and the constitution of the current Board of GSNEO, and other matters as more fully set forth below.

4. Plaintiffs bring this action to preserve certain properties owned by GSNEO, which have been owned and used by GSNEO, its members and scouts, as longstanding camps to promote and support scouting for girls. These properties, specifically are as follows:

- a) Great Trail Camp: approximately 274 acres located at 1103 Lorric Road Malvern, Carroll County, Ohio;
- b) Camp Crowell/Hilaka, approximately 337 acres located at 4374 Broadview Road Richfield, Summit County, OH;
- c) Camp Pleasant Valley: approximately 97.7 acres located at 4520 North Twp. Rd. 76, Green Springs, Seneca County, OH;
- d) Camp Lejnar: Approximately 427 acres located at 6881 Kniffen Road, Painesville, Lake County, OH.

5. This Court has jurisdiction over the parties as Defendant is an Ohio non-profit corporation with its principal place of business in Ohio and has engaged in activities within the State. Venue is appropriate as this matter concerns the disposition of real property located in Carroll County.

6. Plaintiffs, individually and on behalf of GSNEO and its members, bring this derivative action to preserve the properties from actions taken contrary to the law by certain members claiming to act as the GSNEO Board and further seek a preliminary and

permanent injunction to restrain GSNEO from taking illegal action to sell off properties currently owned by GSNEO, which sale would forever permanently harm GSNEO, its members and scouting in Northeast Ohio.

GOVERNANCE OF DEFENDANT

7. Defendant is a public benefit non-profit corporation formed for the purpose of making “available to girls under its jurisdiction the program, practices, and standards of Girl Scouting as offered by the Girl Scouts of the United States of America.”¹ Defendant serves eighteen (18) counties in North East Ohio, spanning an approximate area of 150 miles east to west and 100 miles north to south.

8. Pursuant to its Code of Regulations, Defendant has a constituted and elected General Assembly which is comprised of at least one hundred (100) voting members. The General Assembly is afforded the power to elect the Board and other positions, to “identify the general direction of Girl Scouting” in conjunction with the Board, to submit proposals to the Board, and to act upon matters referred by the Board.

9. By the terms of the Code of Regulations, the Chairperson of the Board shall “see that the lines of direction recommended by the General Assembly are acted upon by the Board...” The General Assembly, moreover, has the power to “identify the general direction of Girl Scouting” in partnership with Defendant’s Board.

10. Defendant has operated in contravention to its Code of Regulations in connection with, among other things, the election of the current Board and in connection with a proposed sale of Girl Scout camps.

¹ Girl Scouts of North East Ohio Code of Regulations.

DEFENDANT'S SCHEME TO SELL THE CAMPS

11. At the time Defendant was formed in 2007, it owned ten Girl Scout camp properties, and four cabins.

12. On or about June 2009, the Board announced that three of the Girl Scout camp properties and the four cabins would either be sold or relinquished. The justification for this reduction was that allegedly only 10% of Defendant's membership utilized the Girl Scout Camps. However, Defendant's purported statistic regarding camp usage is grossly inaccurate and misleading.

13. Defendant is now the owner of only seven (7) properties in the State of Ohio which are used by the Girl Scouts for camping. The properties are known as Camp Timberlane, Camp Lejnar, Camp Crowell/Hilaka, Camp Ledgewood, Camp Sugarbush, Camp Pleasant Valley, and Great Trail Camp.

14. The purpose of the camps are to "provide diverse opportunities and outdoor experiences for girls instilling in them an appreciation and respect for the environment."²

15. Beginning in 2009, the Board engaged the membership in an evaluation process called, "Vision 2012." The Vision 2012 process was promoted ostensibly by the Board as a way to determine which, if any, GSNEO camps could be eliminated.

16. In August of 2009, a property consultant from the Girl Scouts of the United States of America surveyed all existing camps of Defendant. He recommended to Defendant that Defendant promote the unique features of each camp and hire a full-time camp director in order to better utilize the properties.

² Girl Scouts of North East Ohio, *Camping*, <http://www.gsneo.org/camping.aspx> (accessed March 8, 2012)

17. Defendant then conducted a survey of its members, the primary conclusion of which was that camping was essential to Girl Scouting. A summary of the membership survey is attached hereto as Exhibit A.

18. In October of 2010, the Vision 2012 report was released. The Vision 2012 report concluded that there were many options for the management of camp properties, including: increasing efficiency, developing natural resources, expanding current uses, partnering with other organizations, and improving the marketing of the camps. The Vision 2012 report also acknowledged the importance of locating overnight camping within a one (1) hour drive for the Girl Scout troops. The Vision 2012 report further recommended that GSNEO, "recognize and maintain the unique historic and environmental qualities of the properties, including significant water features."

19. Ignoring the consultant recommendation, its Member survey, and the alternative suggestions of the Vision 2012 report, on March 2, 2011, the Board voted to sell five (5) of the existing seven (7) Girl Scout camps, and transform the remaining two camps into "Premier Leadership Centers."

20. On April 16, 2011, the Board announced its plan to sell five (5) of the seven (7) Girl Scout camps at a meeting of the General Assembly.

21. As admitted by the Chairperson of the Board, "the way this decision was announced and presented at the April 16, General Assembly meeting was a shock to most in the room."³

22. The membership of Defendant opposed the Board's plan because it would provide inadequate capacity for the Girl Scouts, would force parents to drive further than

the one-hour drive recommended by the Vision 2012 Report, because the plan was based upon inaccurate usage information regarding the Girl Scout camps and inaccurate estimates regarding repairs and maintenance required by the Girl Scout camps, and because the plan was not making any assurances about what types of services the two new "Premier Leadership Centers" would offer to the Girl Scouts.

THE GENERAL ASSEMBLY OF DEFENDANT
PASSES A RESOLUTION OPPOSING THE PLANNED SALES

23. Following the Board's announcement of its plan to sell five (5) of the remaining seven (7) Girl Scout camps, the membership of GSNEO expressed profound disapproval.

24. On September 30, 2011, fifty one (51) members of the General Assembly submitted a request for a special meeting of the General Assembly.

25. Meanwhile, in an effort to appease its membership in advance of the special meeting, the Board voted on or about October 3, 2011, to allow Camp Sugarbush to remain open.

26. The requested special meeting was conducted immediately prior to the regularly scheduled annual meeting on October 29, 2011.

27. At the special meeting, the General Assembly passed a resolution to prohibit Defendant from selling any of its camps unless a two-thirds (2/3) majority of the General Assembly approved of the sale (hereinafter, "the Resolution"). Even with the participation of the Board and the Board Development Committee in the vote, the Resolution passed with an approval of sixty percent (60%) of the General Assembly.

³ Girl Scouts of North East Ohio, *Board of Directors Letter to Delegates* (August 11, 2011), <http://www.GSNEO.org/camping/property-updates.aspx> (accessed March 8, 2012).

28. Immediately following the special meeting, the General Assembly convened its regularly scheduled annual meeting for the purpose of, among other things, voting on a new Board of Directors.

29. Defendant's Code of Regulations provides that the Board shall consist of five (5) Officers and "at least ten (10) but not more than fifteen (15)" Directors. By operation of law, within the parameters set by the GSNEO Code of Regulations, the number of Directors is to be established by the members of the organization. Notwithstanding the right of the members to set the number of Directors, Defendant refused to accept voting for Directors up to the limit permitted by the Code of Regulations. In fact, Defendant established a voting process which disqualified any ballot which included votes for Directors beyond the number of Directors set by the Board Development Committee. This limitation clearly violated the rights of the members to establish the number of Directors to the Board, within the parameters set by the Code of Regulations and as allowed by law.

30. Despite the fact that the membership of Defendant objected to the restriction on voting for Directors, Defendant prevented a membership vote for Directors as requested by the members and illegally announced that only the Board Development Committee had the right to determine the number of Directors to be elected.

31. Consequently, Defendant permitted only five (5) Directors to be elected, despite the fact that Members of the General Assembly wished to open the election to establish eight (8) Directors. This conduct violated the provisions of Ohio Revised Code 1701.27 and the Code of Regulations of GSNEO.

32. Upon information and belief, this was an intentional maneuver by the Board to prevent the election of new Directors who would support the retention of the Girl Scout camps.

33. Because of the improper elections, the individuals purporting to act as Directors of the Board did not have the power, right or authority to serve or act on behalf of Defendant.

34. Because of the improper elections, all business purportedly conducted by the Board following the improper October 29, 2011 election is null and void.

35. Despite the Resolution which passed at the special meeting of the General Assembly, the improperly-elected Board, purporting to act on behalf of Defendant, proceeded with its plan to sell four(4) of the remaining seven (7) Girl Scout camps, in direct violation of the Resolution of the General Assembly.

36. In December 2011, the improperly-elected Board, purporting to act on behalf of Defendant, began soliciting bid proposals for the sale of four (4) of the seven (7) remaining Girl Scout camps. The Board submitted Requests for Proposal (RFPs) seeking proposals for the sale of the four camps. The RFPs stated that responses were due to GSNEO by January 31, 2012. Copies of the RFPs prepared by GSNEO seeking bids for the four camps are attached hereto as Exhibits B, C, D and E.

37. Each of the Girl Scout camps is unique property which cannot be replaced once sold.

**EFFORTS MADE TO OBTAIN COMMITMENT OF GSNEO TO PRESERVE THE
PROPERTIES AND TO ENFORCE THE RIGHTS OF GSNEO**

38. Plaintiffs have taken efforts to have the improperly-elected Board cease its plan to sell the Girl Scout camps and to cease soliciting for bids for the properties.

Specifically, Plaintiffs have made written demand to Defendant, requesting assurances that Defendant will not proceed with the sale of the Girl Scout camps. Plaintiff also demanded that Defendant annul the improper October 29, 2011 election, and permit the membership to elect the desired number of directors to the Board.

39. Specifically, Plaintiffs have corresponded frequently with the staff and Board of GSNEO to seek the preservation of the camps and to seek the Board to acknowledge the membership rights to set the number of Directors to the Board. These efforts include the following:

- a) Correspondence dated June 9, 2011 from Plaintiff Richardson to the GSNEO board and staff seeking reconsideration of the determination to sell the camps and seeking to preserve rights of GSNEO as it relates to the camps and the process undertaken by the Board to sell them (Ex. F attached hereto);
- b) Correspondence date November 2, 2011 from GSNEO member, Sarah Spiegler to GSNEO Board members, with copies to Plaintiff Ringle, questioning the failure of the Board to permit the members to vote for Board members to fill vacant spots on the Board (Ex. G attached hereto);
- c) Correspondence dated November 8, 2011 from Plaintiff Spilker to the GSNEO Board Chairman requesting the Board to honor the wishes of the majority of the members as it related to the preservation of the camp properties (Ex. H attached hereto);
- d) Correspondence dated November 15, 2011 from sixteen (16) members to the Board and GSNEO staff requesting that GSNEO cease its efforts to sell the camps (Ex. I attached hereto);
- e) Correspondence dated December 6, 2011 from Plaintiff Richardson to the GSNEO Board and staff seeking the Board to refrain from selling the camp properties in light of the vote of the membership and seeking the Board to permit the membership to fill vacant slots on the Board despite being prevented from doing so by the Board and the staff of GSNEO (Ex. J attached hereto);
- f) Correspondence dated December 12, 2011, from Plaintiff Richardson to the GSNEO Board and staff reiterating the failure of the Board to enforce

the rights of the members of the corporation and suggesting legal action if the request continues to be ignored (Ex. K attached hereto);

- g) Correspondence from GSNEO member Marie Hull-Green to GSNEO staff requesting GSNEO to refrain from wasting valuable assets of GSNEO and to preserve the camps, to reconsider its actions, and noting the failure of GSNEO to respond to requests from the members to seek action from the Board and staff of GSNEO (Ex. L attached hereto);
- h) Correspondence dated February 29, 2012 from counsel for Plaintiffs to counsel for GSNEO seeking the Board to take action to enforce the rights of the corporation to preserve the properties and to address the failure of the Board to allow members to vote for vacancies on the Board and noting the possible need for a derivative action to redress the Board's continued failure (Ex. M attached hereto).

40. Despite the repeated requests from and on behalf of the members, Defendant has failed to or otherwise refuses to take steps to preserve the property, recognize the right of the members to vote for Board vacancies and otherwise to enforce the rights of the corporation. In fact, the Board has clearly signaled its intention to sell the properties notwithstanding the deficiencies of the process and the lack of legitimacy of the current Board. The Board clearly intends to proceed with the sale of the properties and has thus prevented the Plaintiffs from seeking the action they have desired from the Board.

41. Plaintiffs reasonably fear that without immediate judicial intervention the future of the corporation and of Girl Scouting will be jeopardized or lost, and that those purporting to act for Defendant will (a) injure and harm GSNEO, and (b) injure and harm the members of GSNEO and the public who benefit from the good will provided by The Girl Scouts of Northeast Ohio.

COUNT I
DECLARATORY JUDGMENT AS TO AUTHORITY OF
BOARD TO SELL PROPERTIES

42. Plaintiffs reincorporate and re-allege each of the foregoing paragraphs as if rewritten herein.

43. There is a case or controversy between Plaintiffs and those members similarly situated to Plaintiffs and Defendant with respect to whether Defendant's Board could proceed with efforts to sell the Girl Scout camps in light of the Resolution passed by the General Assembly, which provided that no camps would be sold unless the sales were first approved by a two-third (2/3) majority of the General Assembly.

44. Plaintiffs and those members similarly situated to Plaintiffs are entitled to a declaratory judgment finding that:

The Board is not authorized to proceed with efforts to sell the Girl Scout camps until a two-third (2/3) majority of the General Assembly votes to approve the contemplated sale of the Girl Scout camps.

COUNT II
DECLARATORY JUDGMENT AS TO THE
IMPROPER ELECTION OF THE GSNEO BOARD

45. Plaintiffs reincorporate and re-allege each of the foregoing paragraphs as if rewritten herein.

46. There is a case or controversy between Plaintiffs and those members similarly situated to Plaintiffs and Defendant with respect to whether the Board had the power or authority to prevent the General Assembly from electing eight (8) Directors at the annual meeting of GSNEO.

47. Plaintiffs and those members similarly situated to Plaintiffs are entitled to a declaratory judgment finding that:

- (a) The General Assembly is entitled to select the number of Directors, between ten (10) and fifteen (15) who will serve on the Board.
- (b) The Board does not have the power or authority to prevent the General Assembly from electing up to fifteen (15) Directors who will serve on the Board.

COUNT III
DECLARATORY JUDGMENT AS TO THE
IMPROPER ACTIONS OF THE GSNEO BOARD

48. Plaintiffs reincorporate and re-allege each of the foregoing paragraphs as if rewritten herein.

49. There is a case or controversy between Plaintiffs and those members similarly situated to Plaintiffs and Defendant with respect to whether the Board had the power, right, or authority to serve or act on behalf of Defendant following the improper October 29, 2011 election.

50. Plaintiffs and those members similarly situated to Plaintiffs are entitled to a declaratory judgment finding that:

The Board did not have the power, right, or authority to serve or act on behalf of GSNEO following the improper October 29, 2011 election, and all decisions of the Board following the October 29, 2011 election are void and of no legal effect.

COUNT IV
INJUNCTION REGARDING SALE OF
SUBSTANTIAL ASSETS OF GSNEO

51. Plaintiffs reincorporate and re-allege each of the foregoing paragraphs as if rewritten herein.

52. Defendant is a public benefit nonprofit corporation subject to the laws of the State of Ohio.

53. R.C. 1702.39 governs the sale of Defendant's assets.

54. Upon information and belief, Defendant's plan to sell four (4) of the seven (7) remaining Girl Scout camps would result in a sale of more than fifty percent (50%) of the fair market value of Defendant's net tangible and intangible assets within a thirty-six month period.

55. Defendant's planned sale is in violation of R.C. 1702.39.

56. Upon information and belief, Defendant has already started gathering bids for the sale of the Girl Scout camps, and the sale of the Girl Scout camps is imminent.

57. Each of the camp properties is unique, and uniquely suited to serve the membership of GSNEO. Once sold, the properties cannot be replaced.

58. Defendant's actions, absent Court intervention, will result in irreparable harm to Plaintiffs and those members similarly situated to Plaintiffs, and the public.

59. Plaintiffs, individually and on behalf of the similarly situated members of Defendant, hereby request an injunction, enjoining Defendant from selling the Girl Scout camps in violation of R.C. 1702.39.

COUNT V
INJUNCTION AS TO SALE OF CAMPS

60. Plaintiffs reincorporate and re-allege each of the foregoing paragraphs as if rewritten herein.

61. Defendant has adopted, and is continuing to pursue a scheme to sell four (4) of the remaining seven (7) Girl Scout camps.

62. Defendant's plan to sell the camps violates Ohio law, violates the Resolution to cease and desist passed by Defendant's General Assembly, violates Defendant's own Code of Regulations, and is contrary to the will and desire of its members.

63. Defendant's plan to sell the camps is being pursued by a Board purporting to act on behalf of Defendant, but the Board has not been properly elected, and is not representative of Defendant's members.

64. Defendant has already received bids to purchase the camps.

65. The planned sale of the camps is imminent.

66. Each of the camp properties is unique, and uniquely suited to serve the members of Defendant. Once sold, the properties cannot be replaced.

67. Defendant's actions, if permitted to continue, will result in irreparable harm to Plaintiffs, those members similarly situated to Plaintiffs, and the public.

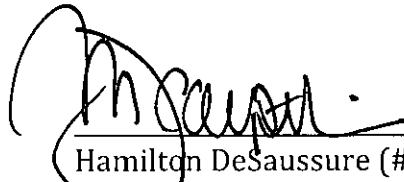
68. As a result of the foregoing, Plaintiffs and those members similarly situated to Plaintiffs are entitled to an injunction prohibiting Defendant from proceeding with the sale of the Girl Scout camps.

WHEREFORE, Plaintiffs, Lynn Richardson, Lucia Hanigosky, Corey Ann Ringle, Lou Spilker, Kerrin Winter-Churchill, and Rachel Oppenheimer, individually and on behalf of similarly situated members of Defendant, respectfully request that this Honorable Court grant judgment on their behalf as follows:

- (a) An Order declaring that the Board is not authorized to proceed with efforts to sell the Girl Scout camps until a two-third (2/3) majority of the General Assembly votes to approve the contemplated sale of the Girl Scout camps;
- (b) An Order declaring that the General Assembly is entitled to select the number of Directors, between ten (10) and fifteen (15) who will serve on the Board.

- (c) An Order declaring that the Board does not have the power or authority to prevent the General Assembly from electing up to fifteen (15) Directors who will serve on the Board.
- (d) An Order declaring that the Board did not have the power, right, or authority to serve or act on behalf of Defendant following the improper October 29, 2011 election, and all decisions of the Board following the October 29, 2011 election are void and of no legal effect.
- (e) An Order preliminarily and permanently enjoining Defendant, Girl Scouts of North East Ohio, and its agents, employees, attorneys, and any other person in active concert or participation with each of them from soliciting or accepting offers to purchase the Girl Scouts of North East Ohio camps;
- (f) An Order from the Court preliminarily and permanently enforcing the cease and desist Resolution passed by the General Assembly of the Girl Scouts of North East Ohio;
- (g) An award of attorneys' fees and expenses incurred in the prosecution of this derivative action; and
- (h) For an Order providing such other relief, legal and equitable, which this case warrants, including compensatory damages, attorneys' fees, interest, and the costs of this action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "H. DeSaussure", is written over a horizontal line.

Hamilton DeSaussure (#0023516)

Mark J. Scarpitti (#0074953)

Kimberly K. Wyss (#0061887)

Kristen S. Moore (#0084050)

DAY KETTERER LTD.

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mjscarpitti@day-ketterer.com

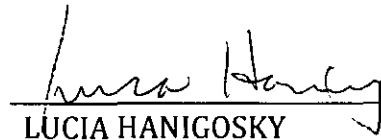
kkwyss@day-ketterer.com

kmoore@day-ketterer.com

Attorneys for Plaintiffs

VERIFICATION

The undersigned has reviewed the facts and allegations raised in the within Complaint, and hereby verifies said facts and allegations as true to the best of my knowledge.


LUCIA HANIGOSKY

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2012 MAR -9 PM 3:25

CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

VERIFICATION

The undersigned has reviewed the facts and allegations raised in the within Complaint, and hereby verifies said facts and allegations as true to the best of my knowledge.


COREY ANN RINGLE

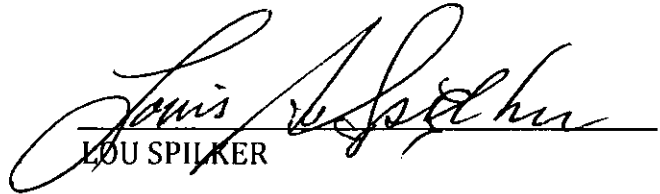
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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

VERIFICATION

The undersigned has reviewed the facts and allegations raised in the within Complaint, and hereby verifies said facts and allegations as true to the best of my knowledge.


LOU SPILKER

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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

VERIFICATION

The undersigned has reviewed the facts and allegations raised in the within Complaint, and hereby verifies said facts and allegations as true to the best of my knowledge.



KERRIN WINTER-CHURCHILL

VERIFICATION

The undersigned has reviewed the facts and allegations raised in the within Complaint, and hereby verifies said facts and allegations as true to the best of my knowledge.


RACHEL OPPENHEIMER


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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

VERIFICATION

The undersigned has reviewed the facts and allegations raised in the within Complaint, and hereby verifies said facts and allegations as true to the best of my knowledge.


LYNN RICHARDSON

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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

REQUEST FOR SERVICE

To The Clerk:

Please serve Summons and Complaint upon the Defendant at the address listed in the caption of this Complaint by certified U.S. Mail, Return Receipt Requested.



Mark J. Scarpitti (#0074953)

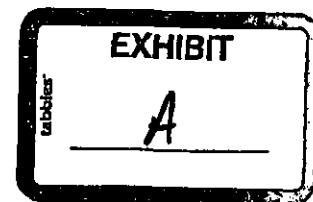
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GSNEO Properties Survey Summary
Prepared for General Assembly, April 17, 2010



Primary Conclusions

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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

1. Camping is essential to Girl Scouting.
2. At this time, there is no clearly "preferred" camp.
The membership has not yet had the opportunity to accurately assess the camps since the merger.
3. Parents prefer camps to be close to their homes.
Acceptable distance increases with age of child and length of program.
4. Camps must be affordable.
5. Troop camping is by far the most frequent usage of the camps, making troop leaders the primary providers of Girl Scout outdoor programming .
6. Camping should be strongly promoted and facilitated among GS membership.
7. Centralized, rapid-response camp and program registration system needed.
8. Alternative, income-producing usage should be pursued for times when properties are not being used for GS programming.
9. Utilize volunteers to assist with running and maintaining the camps.

The volunteers recognize that this survey was presented by the board in response to their concerns over camp closings. They appreciate having a vehicle to express their opinions. Although the survey has some flaws, it has generated some valid, valuable information.

Demographics

Adults – 1096

Girls- 508

Adult - camper vs. non camper c. 600 /400

Girl – camper vs. noncamper c. 300/200

Geographic location of respondents roughly corresponds with member population

	Adult members	Adult responses	Percentage	Girl members	Girl responses	Percentage
Ashtabula	347	9	2.59	882	3	0.4
Carroll	37	4	10.8	171	1	0.5
Columbiana	216	11	5.09	530	2	0.37
Cuyahoga	3,143	237	7.54	7,773	161	2.07
Erie	347	20	5.76	1,154	8	0.7
Geauga	485	24	4.94	1,223	13	1.06
Huron	209	16	7.6	598	9	1.5
Lake	696	100	14.36	1,837	54	3
Lorain	1,540	86	5.58	4,757	40	0.84
Mahoning	468	18	3.25	1,267	5	0.4
Medina	935	81	8.66	2,156	24	1.11
Portage	487	53	10.88	1,311	41	3.12
Sandusky	86	9	10.46	338	2	0.6
Seneca	135	18	13.33	423	1	0.2
Stark	1,284	133	10.35	4,818	49	1.01
Summit	1,925	134	6.96	5,580	65	1.16
Trumbull	868	70	8.06	1,595	12	0.75
Tuscarawas	158	20	12.65	444	9	2.02

There was some concern whether the partial closing of Great Trail & Crowell Hilaka may have inspired larger responses from people caring for those camps. But this has turned out to not be the case.

The highest rate of girl responses was from Portage County followed by Lake County.

The highest rate of adult responses was Lake County followed by Seneca County.

18. What do you believe are the benefits of experiencing Girl Scout camp? (Check all that apply)

		Response Percent	Response Count
Having fun		98.1%	1,072
Spending time with friends		89.6%	979
Making new friends		95.3%	1,042
Learning about nature and the environment		96.4%	1,054
Gaining confidence		97.2%	1,062
Developing leadership skills		93.4%	1,021
Personally rewarding		86.4%	944
The Girl Scout experience		89.3%	976
Other (please specify)		21.0%	230

For parents making the decision about where to send daughter to camp, the absolute first consideration is **safety and security**. 99.4 % marked it as important or very important.

After that, it's all about the activities and the quality of the staff.

12. How important are the following in making a decision about choosing a Girl Scout camp (includes day camp, troop and overnight options):

	Very Important	Important	Not Important	No Opinion	Response Count
Activities that are offered	76.8% (836)	20.8% (227)	1.7% (19)	0.6% (7)	1,089
Types of facilities (cabins, toilets, electricity etc)	53.4% (584)	38.6% (422)	7.6% (83)	0.5% (5)	1,094
Distance from home	40.8% (445)	47.2% (515)	11.1% (121)	0.8% (9)	1,090
Availability of transportation from others	21.3% (231)	36.1% (392)	37.2% (404)	5.5% (60)	1,087
Cost	52.7% (577)	43.0% (471)	3.9% (43)	0.4% (4)	1,095
Who is attending	22.8% (248)	42.4% (462)	32.2% (351)	2.7% (29)	1,090
Quality of the facilities	53.8% (587)	43.7% (477)	1.9% (21)	0.5% (6)	1,091
Camp accreditation	43.1% (469)	39.7% (432)	13.8% (150)	3.3% (36)	1,087
Safety and Security	83.5% (910)	15.9% (173)	0.4% (4)	0.3% (3)	1,090
Quality of Staff/Volunteers	76.3% (829)	22.1% (240)	1.4% (15)	0.3% (3)	1,087
All girl environment	42.1% (456)	39.4% (427)	16.3% (176)	2.2% (24)	1,083

Favorite camps

Girl responses

Camp	Legacy Council	Legacy Council survey participants	# visited	^	Favorite of	% visited favorite "popularity" rating
Crowell Hilaka	Lake Erie	228	182	-46	111	61%
Great Trail	Great Trail	58	61	+3	35	57%
Ledgewood	Western Reserve	130	198	+68	90	45%
Lejnar	Lake Erie	228	90	-138	20	22%
Pleasant Valley	Erie Shores	60	23	-37	5	21%
Sugar Bush	Lake to River	17	78	+61	30	38%
Timberlane	Erie Shores	60	110	+50	52	47%

ADULT responses

Camp	Legacy Council	Legacy Council survey participants	# visited	^	Favorite of	% visited favorite
Crowell Hilaka	Lake Erie	397	433	+36	230	53%
Great Trail	Great Trail	157	189	+32	93	49%
Ledgewood	Western Reserve	268	446	+178	148	33%
Lejnar	Lake Erie	397	265	-132	31	11%
Pleasant Valley	Erie Shores	149	85	-64	25	29%
Sugar Bush	Lake to River	108	186	+78	80	43%
Timberlane	Erie Shores	149	262	+113	91	34%

To see if there was a more accurate way to determine camp quality based on user preference, I compared the number who listed a camp as their favorite with the number who actually had been to that camp. The percentage is shown in the last column.

Since familiarity with a camp is a major factor in liking it, I thought that at least the members from that camp's legacy council would prefer it. I added up the number of respondents from each county of each legacy council. Then I compared that number to the number of visitors each camp had had. The column marked with the " ^ " is the difference.

FOR EXAMPLE: Taking the first row across, Crowell Hilaka was part of Lake Erie Council. 228 girls from the Lake Erie legacy council answered the survey. (the total girl responses from Lake, Geauga, and Cuyahoga counties). Only 182 of them had even been to Crowell Hilaka: a difference of 46. I can't be sure that all 182 of those girls were from Lake Erie legacy, but it seems reasonable to assume that most of them probably were (see commentary following the adult chart about crossing borders). Of those 182 – wherever they were from - Crowell Hilaka was the favorite GSNEO camp for 61% of them.

Contrast that with Ledgewood of legacy council Western Reserve. There were 130 respondents from the counties served by that council, yet 198 girls have been to Ledgewood: an increase of 68 girls. These 68 "non-native" visitors may not have had the same inherent familiarity and fondness for Ledgewood as those who grew up there.

Three camps had significantly larger visitor numbers than their legacy council respondents. These are the same three camps where resident camp has been held. The three resident camps draw from beyond the legacy borders. If respondents are primarily choosing their "home" troop camping base as their favorite, then the three resident camp's "favorite" percentage is artificially "skewed" down in comparison with the other camps .

Popularity ranking is important for understanding the interests of the current customer base.

However, at this time, it is not possible to judge a camp's quality or its potential for attracting new membership by how many campers like it best.

It may be possible sometime after the members have been able to experience several camps.

Another observation from the previous chart :

There has so far been little camping across legacy council borders.

It is surprising that there isn't a greater difference in numbers between respondents from a legacy council and visitors to that legacy's camp. It's been two years since the merger opened access to all the camps to all the troops in GSNEO. One might think that troop leaders are unable to move out of a familiar rut.

Except that adult respondents collectively list 24 pages of NON –GS camps they have been to. It is inconsistent to think that they were able to go camping everywhere from Alaska to Arizona; Mexico, Canada, Europe, Australia; trying out high adventure activities in assorted venues with various groups, but yet not cross a county line for the two years since the merger (see section on problems and barriers).

One can conclude that although we have been a merged council for the designated two years, there has not been a fully integrated, council-wide camping opportunity made available to troops. A longer trial period is indicated. If this is truly a girl-driven organization, then girls (as well as the full membership) need a fair chance to see what their properties offer.

Troop camping was the most common usage – for both girls and adults. It is also the most anticipated, along with family camping

REASONS for a FAVORITE CAMP from girls

When tabulating results, I counted each reason a person gave. So if she said, " I camped here as a girl, it's nearby, well-maintained, and there's so much to do!" It was then marked off under 4 different headings

Familiarity – 118

Overall Facilities

Good hiking and trails 34

Beautiful 13

Buildings/ lodges 8

Big 10

Cabins 13

Woods/nature-10

Tents 6

Different kinds of sites- something for everyone 7

Flushies 7

History 7

Small 7

Quiet 6

Old Houses 4

Everything close together 3

Rustic 3

Special Features

Dance Hall w/bouncy floor

Mill Museum 7

Tall Timbers 4

Lake (s) 6

Pool 4

Hill 3

Waterslide 2

Adirondacks

Experience

fun 25

lots to do 21

the counselors 13

REASONS for a FAVORITE CAMP from adults

Familiarity -319

Overall Facilities

Good trails, hiking -86
Variety of campsite choices – 72
Scenic/beautiful 71
Variety of activities - 53
the historic houses- 47
nice cabins- 40
camp has interesting history/stories - 43
primitive/ rustic / simple/ "feels like REAL camping" - 36
has flushies – 32
affordable - 15
it has showers - 11
appreciates that camp is "well-maintained" -20
large capacity / can handle SU events / "still haven't seen all of it" - 23
it's small / " girls can feel in control of the environment" - 16
likes the river/creek - 11
has variety of terrain/diverse habitats - -16
easy terrain -1
new facilities -8

specific features

lake(s) -45
Dance Hall built on springs – 24
Pool/swimming – 21
Dining hall -12
Tree House -9
Cooking equipment supplied – 9
Brownie Land- 3
swinging bridge-2
Challenge course-10
Olive's grave -2
Dual Kitchen great for cooking competition
welcome center
loft
cricket's corners -3
ledges
barn

Favorite activities - summarized

What girls want at camp:

Cookout/campfire -85%
Horseback riding-82.8%
Crafts - 67%
Boating -67%
Hiking-65%
Animal care- 60%
Nature/environment/ecology -58%
Helping younger girls 57%

It's clear here that the majority of girls are NOT clamoring for financial literacy nor science, technology, engineering, and math. That doesn't mean that they shouldn't be worked into the program anyway, since they are needed life skills. But the popular activities are the draw for girls.

What adults want for girls at camp:

Cooking out/campfire. (only 0.1% list this as "not important")
Other activities rated as very important in descending order:
First Aid 80%
Service 78.4%
Helping Younger Girls 73.1%
Leadership Programs 68.6%
Nature Study 65.8%
Ceremonies / Flag 64.2%
Wilderness Survival 63.3%
Hiking 63.2%
Land Navigation 51.1% (map reading, geocaching, treasure hunts, letterboxing)
Arts and Crafts 49.6%

The importance of camping in the Girl Scout program:

In the open forum "additional comments" section, 71 adults commented on the role of camping in the Girl Scout program. 2 said Girls Scouts do not need to own / manage so much property when the parks can do a better job / camps are a continuous financial drain. 2 of them equivocated –advocating doing what is right – without stating opinion. **67 said Camping is essential to Girl Scouting.**

" I think that a main focus of Girl Scouting today should remain in the camping / outdoors sphere. With technology today, kids need to get away from their cell phones, video games, and computers once in a while. It is good for their health (exercise), self-esteem, (meeting new friends) , and confidence (learning something new). Environmentalism should remain a main tenet of Girl Scouting. Girls need to be outside to remember why it is important to protect nature and to understand why conservation is necessary..."
(#20)

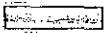


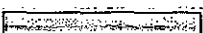
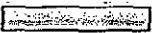

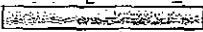
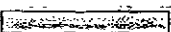
"...As a leader, I can attest to the changes that happen to girls when they camp. They become closer, and learn to care about the girls who are different than they are. They learn to work together with others and value other opinions. They become leaders we can be proud of. They develop life skill. They learn to care about the world around them. They become productive members of society. PRICELESS. "
(#26)

"...while it is admirable to see Girl Scouts reaching out to connect with today's world, I truly believe that people expect Girl Scouts to come with an Outdoor Experience facet to meet their daughter's needs."
(#32)

"...the girls love the outdoors and are finding it more difficult to truly explore in a safe environment. That is why our camps are so important to the girls. In this day and age when makeup, hair, and clothing seems to be marketed to our girls younger and younger, where running, exploring, and being free is offered and encouraged. "(#37)

Girls were more personal in their open comments. Out of 110 (125 counted - 15 blanks) comments, 45 were pleading to keep specific camps open. 19 were about the positive effect of camping in general.

Barriers and Problems

19. If you or a girl did NOT go to camp, why not? (Check all that apply)			Response Percent	Response Count
Did not know about camp opportunities			19.5%	82
Did not like the activities that are offered			9.3%	39
Do not like to be outdoors			5.7%	24
It costs too much money			39.7%	167
Camp is too far away			29.2%	123
Friends don't go to camp			11.6%	49
Time was not convenient			40.6%	171
Other (please specify)			33.5%	141

Cost, Value, Distance, Timing, Outdated registration process

For Non campers

Inconvenient time (40.6%)

Can't afford it (39.7%)

Camp too far away (29.2 %)

There are only very few who did not like the offered activities (9.3%) or plain do not like being outside (5.7%).

Open Forum – includes campers

EXPENSE-23 comments-including suggestions that the camps could be more affordable if better managed. Camp Y-Noah was cited more than once as an example of a good value for the money

"My girls and I Love all the Girl Scout Camps!. As a leader, I do feel safer to have a camp that is regulated by our council and for the most part are fenced in when the girls were younger. However, I often have to go outside the council to find the high adventure stuff I need, with trained personnel and at a reasonable price. For example, rock climbing at Ledgewood went up from \$15 to \$30..I can take them to Camp Y-Noah for the WHOLE weekend of high adventure...zip lines, giant swings, high ropes, a cabin, archery, BB guns, etc. Why should I spend \$30 per girl for just one afternoon? I really do my homework when it comes to costs. I have 3 girls and myself in scouts and often many of my co-leaders have multiple girls...it can get very expensive. If I can do it cheaper myself, I will" (#13)

DISTANCE TO CAMP TOO LONG 17 comments

AWKWARD AND OUTDATED REGISTRATION PROCESS 10 comments

"I really appreciated the old system we had of making reservations on-line! I could sit there in my PJ's, check out which sites were available and when. Then after I had done my research, I could register, fill out my information, and pay for the site, right there at 2AM online if I wanted to. It was the best! I really want to see that brought back for all the various camps" (#13)

"...Fill out paperwork and submit, wait to see if we have the selections, in the meantime parents, leaders and girls are in limbo waiting to see what date we get. Sometimes it seems last minute to know if we are in or not. I work weekends – which makes it even harder, because then I'm scrambling around trying to get days covered at work.....if the process were easier, we could do more.

Suggestions for action

- Utilize volunteers/ let older girls help run programs
- Rent to outside groups
- Camps to specialize
 - Every camp should have outdoor cooking, hiking, etc. But not every camp needs an observatory or a full sound stage. Identify which camps would be best for which activities and focus development in those directions.
- Publish program guides way in advance
- Complete, accurate information in program guide and on web
- Better marketing ; think outside the box
- Anything that makes life simpler for leaders
- More Juniors and up programs
- Allow/encourage camping during school break time
- More handicapped accessibility


girl scouts
of north east ohio

REQUEST FOR PROPOSAL

To Purchase

GREAT TRAIL CAMP

MALVERN, OHIO

CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

2012 MAR -9 PM 3:26

FILED

December 2011

EXHIBIT

B

GREAT TRAIL CAMP

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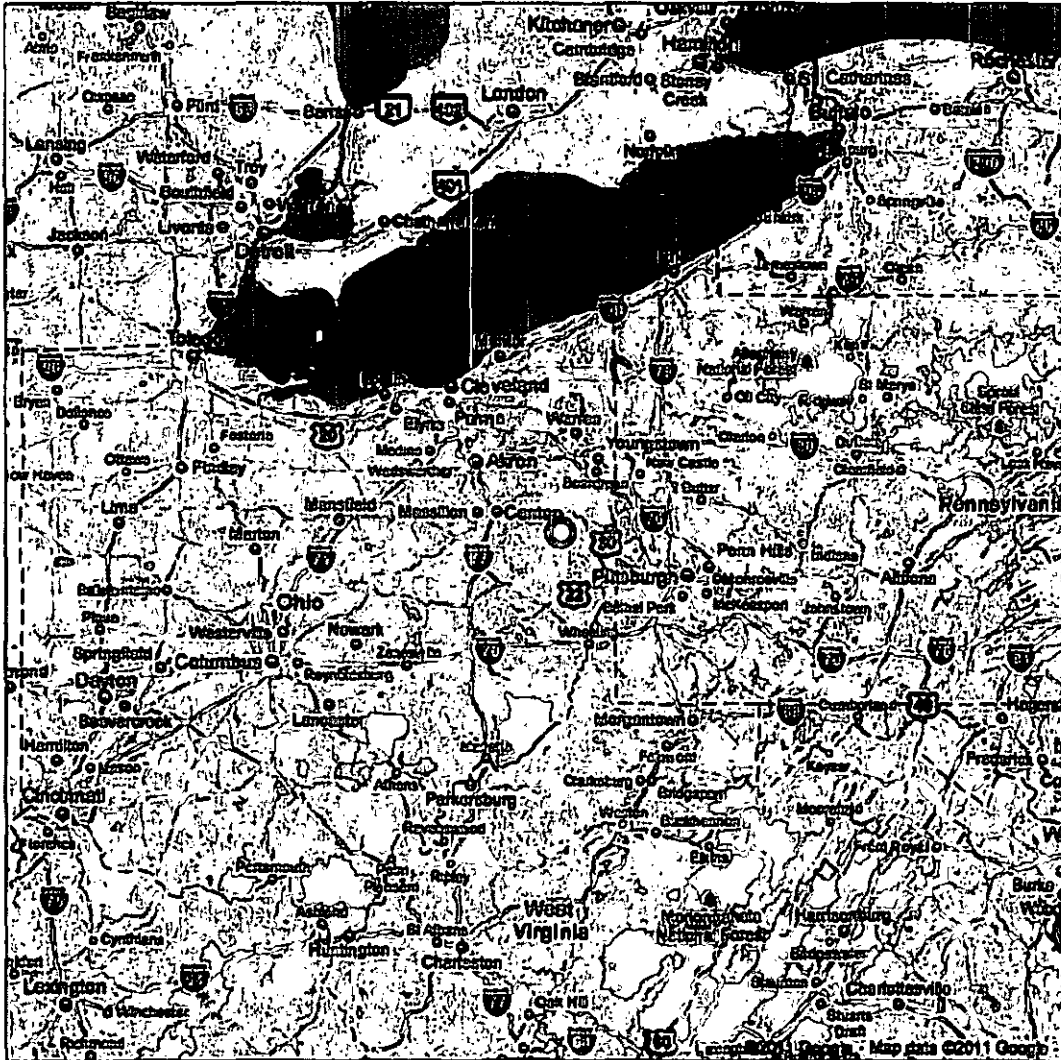
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GREAT TRAIL CAMP

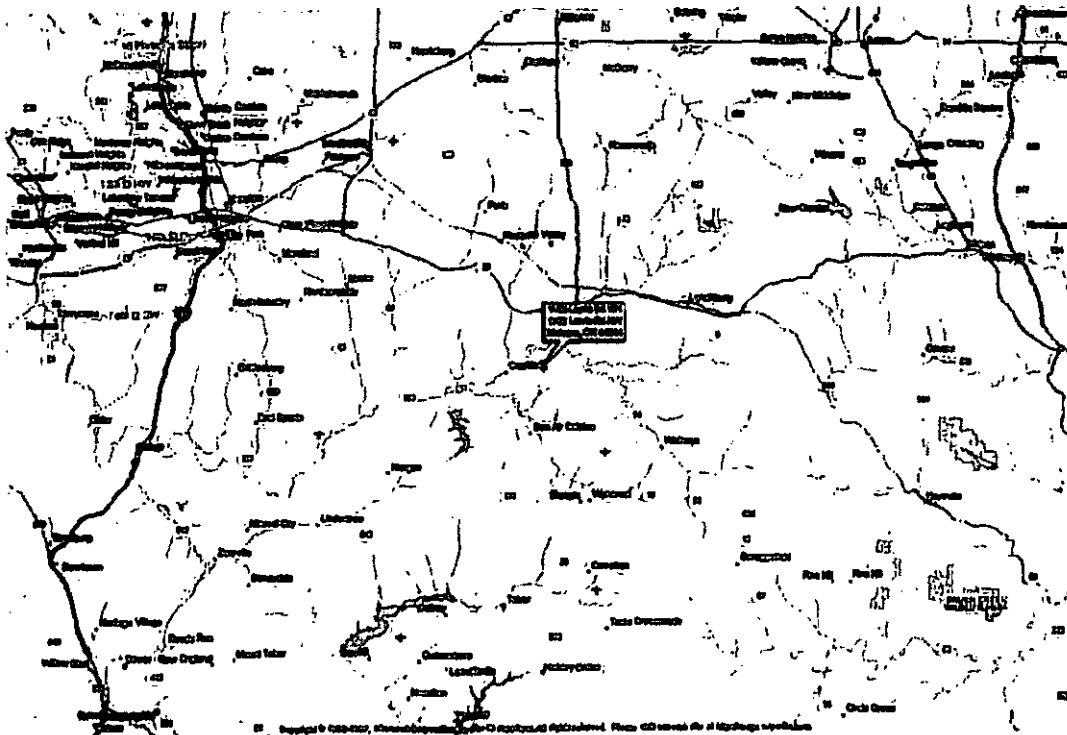
SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Owner's Name:	Girl Scouts of North East Ohio
Type of Property:	Not-For-Profit Camp
Property Address:	1103 Lorric Road Malvern, Ohio 44644
Project Name:	Great Trail Camp
Permanent Parcel Numbers:	04-00-00154.000 04-00-00155.000 04-00-00290.000 04-00-80003.000 04-00-80005.000 04-00-80006.000 04-00-80007.000 04-00-80008.000 04-00-80009.000
Site Size:	274 Acres
Zoning:	No local zoning
Utilities:	Electric
Private:	Well water & septic system
Improvement Data:	8 main structures, primitive campsites + hiking trails

REGIONAL MAP



AREA MAP

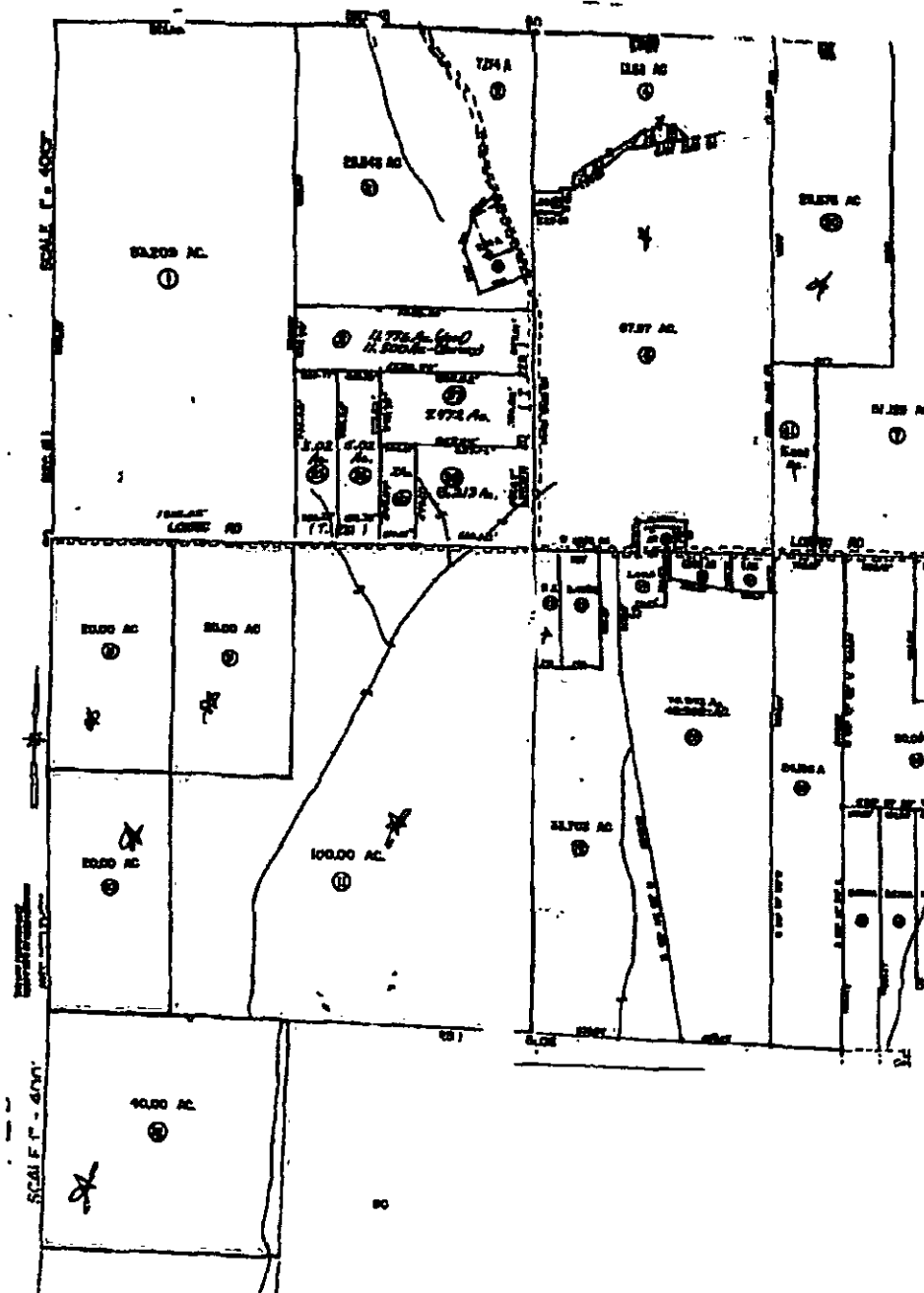




PARCEL MAP



SITE SKETCH



GREAT TRAIL CAMP

SITE DATA ANALYSIS

Location:	The property represents nine parcels of land with frontage on three different roadways and when assembled, form Great Trail Camp. The property is located at 1103 & 1150 Lorric Road and 8202 Linden Road, Malvern, OH 44644
Area:	Great Trail Camp is comprised of 274 acres
Access:	There are 3 access drives to the property that lead to parking areas, 2 are located off of Lorric Road and one from Linden Road.
Shape/Dimensions:	The parcels are largely wooded with a rolling topography. The parcels are divided by a rural country road and are irregular in shape. The tract of land south of Lorric Road has a 2.5 acre man-made lake.
Flood Zone:	Great Trail Camp is indicated as Zone X, non flood area.
Proximity of Nuisances:	There are no other known nuisance factors which would affect the property. Additionally, no information has been provided which would indicate that any toxic waste or other substances have been introduced into the neighborhood and/or the property.
Structures:	There are numerous improvements made to the property including a lodge, single family residence, barn, cabins, amphitheater, trails, primitive camp sites, storage buildings and parking lots.
Utilities:	The subject site is outfitted with electricity, well water and septic system.

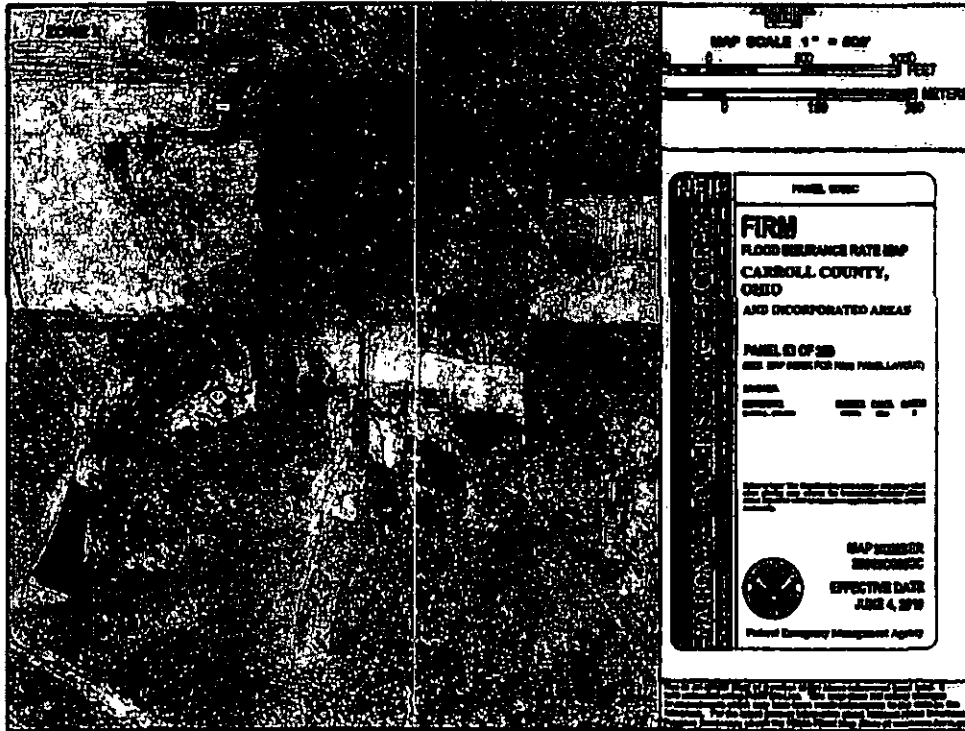
TOPOGRAPHICAL MAP



0 0.5 MI
0 3000 FT

Map provided by MyTopo.com

FLOOD MAP



GREAT TRAIL CAMP

LOCATION AND NEIGHBORHOOD

OVERVIEW:

Located in Northeastern Ohio, Carroll County has a population of 28,836 and a land area of 395.7 square miles. Is situated approximately 40 miles south east of Canton, Ohio. Carroll County is part of the Canton-Massillon Metropolitan Statistical Area. Carrollton is the county seat and is also part of the Appalachian Ohio region of the state. Two close by villages are Minerva and Malvern Ohio. Malvern to the northeast and Minerva to the south west.

TRANSPORTATION:

Carroll County has good access to connecting state roadways to Interstate 70 and 77, approximately 35 miles from the village. State routes 43, 39 and 332 are the primary vehicular arteries which provide access to the larger federal routes.

There are 38 common motor freight carriers that serve the area and 3 bus lines provide passenger service to and from the area. Freight service is also provided by the Chessie System Railroad and Penn Central System.

Airport facilities are available within close proximity of the county, the Akron/Canton Regional Airport is 45 miles northwest from the Village of Carrollton.

The quality of the roadway systems, ease of access and the size and quality of the municipal airport provide good accessibility to the Carroll County area.

NEIGHBORHOOD DESCRIPTION:

It is largely a rural area surrounded by mostly agricultural uses. There are several residential properties near the subject site. No regional shopping facilities are available. Local shopping is concentrated around the central core of the city of Minerva, with some outlying shopping areas recently being constructed. Larger shopping facilities are located 40 miles northwest in the City of Canton, OH.

ZONING:

Great Trail Camp is in an area with no local zoning.

UTILITIES AND SERVICES:

Carroll County as a whole is serviced by either private or public systems. The Village of Carrollton is serviced by a municipal water and sewer plant. The development of individual water and sewer districts has provided both the impetus for and financial backing of public water and sewer systems within small

outlying villages. Private well and septic systems prevail in those areas beyond the villages. Electricity is provided in the region by the Carroll Electric Co-Operative, natural gas from the Dominion East Ohio Gas Company and telephone by Verizon. There is a water line running along state Route 9, approximately 30 feet from the centerline of the road.

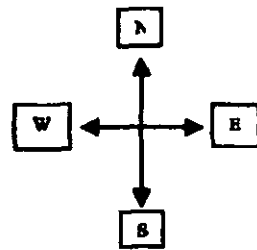
GREAT TRAIL CAMP

Buildings

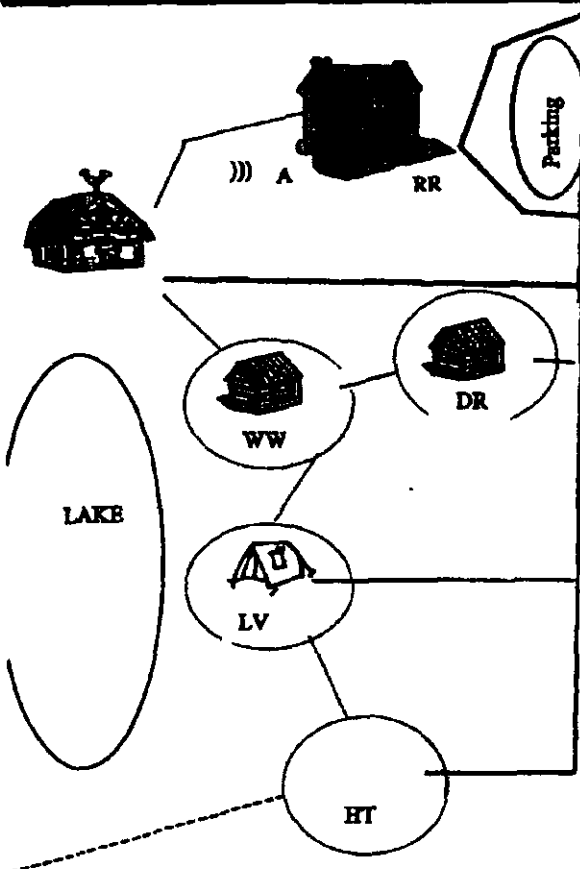
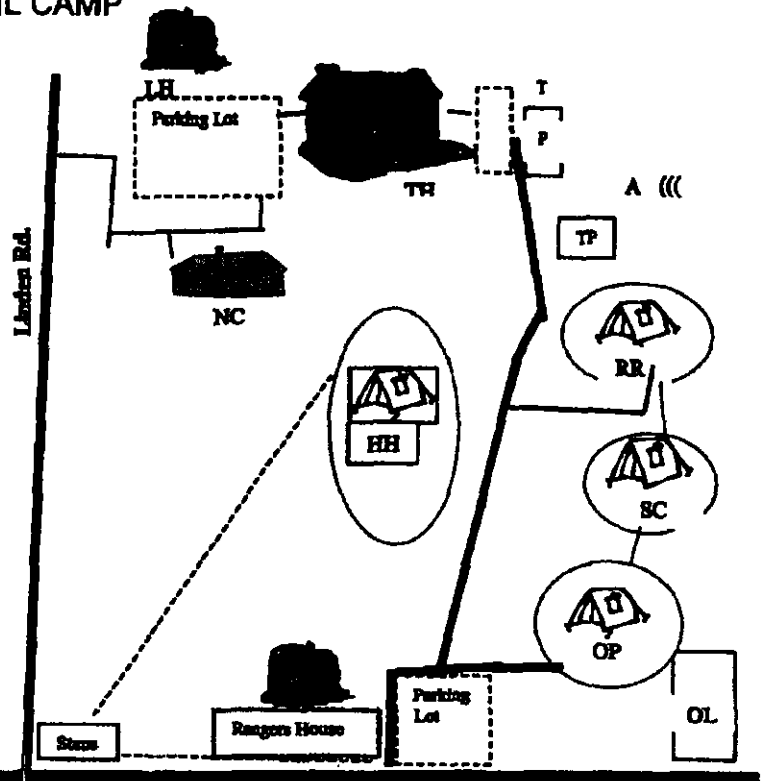
TH - Thomas Hall
 LH - Lacey house
 NC - Nightingale Cottage
 OL - Outpost lodge
 P - Pavilion
 T - Tea house
 TP - Trading post

Tent Units

RR - Rustic Ridge
 HH - Hideaway Hollow
 SC - Starlight Circle
 OP - Outpost
 DD - Dogwood Dale
 — Trail
 A - Amphitheater (((



Lowrie Rd



Buildings
 RR - Rustic Ridge
 B - Barn

Tents
 LV - Lake View

Cabins
 WW - Whispering Winds
 DR - Double R

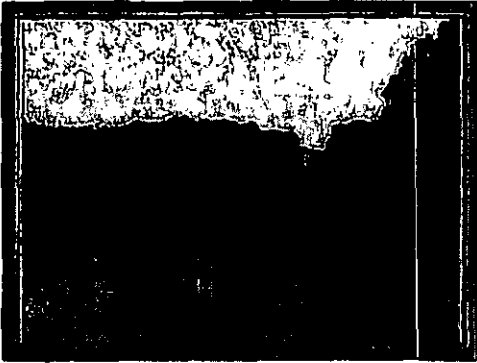
TIP
 HT - Hill Top

---- Trail

A - Amphitheater)))
 Latrine and water available at each site

PHOTOGRAPHS

SUBJECT VIEW



SUBJECT VIEW



SUBJECT VIEW



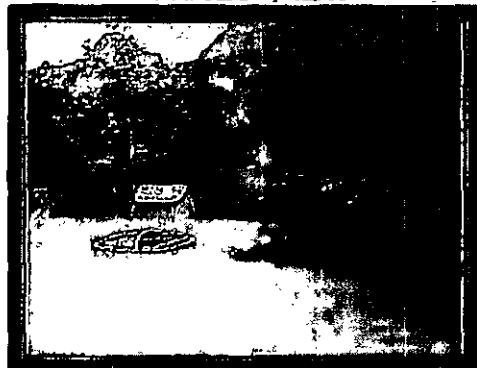
SUBJECT VIEW



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SUBJECT VIEW



PHOTOGRAPHES

SUBJECT VIEW



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PHOTOGRAPHS

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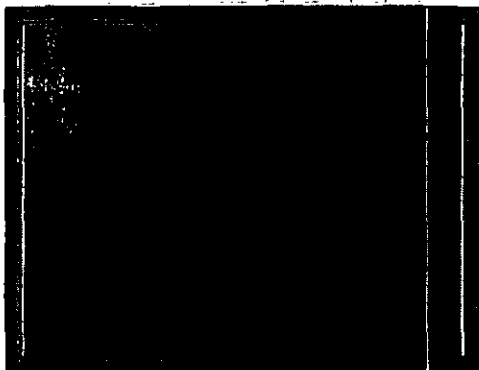
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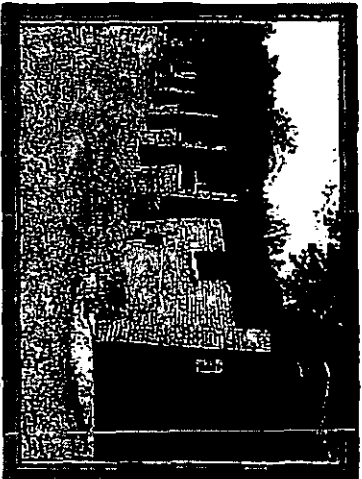
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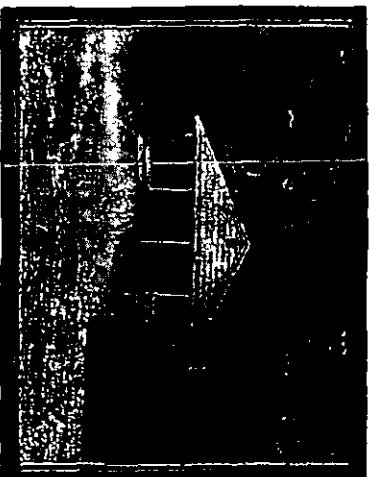
SUBJECT VIEW



SUBJECT VIEW



SUBJECT VIEW



GREAT TRAIL CAMP

RESPONSE INSTRUCTIONS, GENERAL TERMS & CONDITIONS

Response to request for proposal due date:

It is the intention of Girl Scouts of North East Ohio to have an ongoing bid process. Since Girl Scouts of North East Ohio may accept any Response at any time, Respondents are encouraged to submit their Responses as soon as possible.

Request for Proposal (RFP) Process:

If at any time during the process, Girl Scouts of North East Ohio receives a response which is acceptable; Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to request their last and best offer before formally accepting any Response. Please indicate in your response the expiration of the proposal. Initial evaluation of proposals may begin after January 31, 2012.

1 Electronic Copy to: Properties@gsneo.org

And Deliver 15 copies of all sealed bids to:

Girl Scouts of North East Ohio
GREAT TRAIL CAMP
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
(330)864-9933

NOTICES

Corrections and Supplements:

Respondents are hereby advised that corrections and supplements to the materials in the RFP information package may be issued by Girl Scouts of North East Ohio. Please also be advised that it is the Respondent's responsibility to contact Girl Scouts of North East Ohio for such corrections and supplements and to review same prior to submitting a Response. Girl Scouts of North East Ohio expressly disclaim any liability to the Respondent and each party comprising the Respondent for the Respondent's failure to review any corrections and supplements to the Response materials prior to the submission of a Response.

Respondents are further notified that Girl Scouts of North East Ohio expressly disclaim any obligation to inform Respondents of any change to any information which may be furnished to Respondents in connection with this RFP.

RFP Evaluation:

Girl Scouts of North East Ohio reserves the right at all times to reject any and all submitted Responses for any reason notwithstanding that a particular Response may contain the highest cash value among those received and meets all the terms and conditions of these instructions. Girl Scouts of North East

Ohio also reserves the right to accept such Responses as Girl Scouts of North East Ohio determines preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response specified a higher cash value. Girl Scouts of North East Ohio also reserves the right at all times to waive any or all technical defects in any Responses. The RFP process may be terminated or modified without notice at any time. Girl Scouts of North East Ohio also reserves the right to contact any interested party at any time to request a "Final and Best Offer" from one or more interested parties or otherwise request that a Respondent clarify, change, or increase its offer.

Errors and Omissions:

Neither Girl Scouts of North East Ohio, nor any of their respective salespersons, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the materials included in the request for proposal package, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise for any reason relating to these materials or information relating to any of these materials. Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.

GREAT TRAIL CAMP

GENERAL TERMS AND CONDITIONS

A. Definitions:

As used in these RFP instructions and General Terms and Conditions, these terms have the following meanings:

"Response Instructions" - These RFP instructions and General Terms and Conditions.

"RFP Information Package" - These materials and documents.

"Girl Scouts of North East Ohio" - Girl Scouts of North East Ohio

"Property" - GREAT TRAIL CAMP

B. General Information:

Girl Scouts of North East Ohio is offering the property for sale in accordance with the terms of these RFP instructions. Each Respondent must be financially capable of performing the Respondent's obligations outlined in the response to the RFP.

C. Non-Discrimination:

The property is available for sale through this RFP to qualified Respondents without regard to a prospective Respondent's race, physical handicap, color, religion, sex, marital status, or national origin.

D. As Is, Where is Sale/Information/Reservation of Rights:

A Respondent must receive a RFP package in order to participate in the RFP. **MATERIALS PROVIDED FOR RESPONDENTS ARE FOR INFORMATION PURPOSES ONLY, MAY NOT BE RELIED UPON, AND DO NOT CONSTITUTE A REPRESENTATION OF WARRANTY BY GIRL SCOUTS OF NORTH EAST OHIO THAT THE INFORMATION CONTAINED THEREIN IS ACCURATE OR COMPLETE.** All square footages, dimensions, or other measurements relating to the Property are approximate and may not be relied upon.

The Property is being offered in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS" and the successful Respondent will only be allowed a reasonable contingent inspection period. The Respondent is encouraged to inspect the physical condition of the Property and to investigate all other matters

deemed pertinent by the Respondent prior to the submission of a Response on the Property, and to verify independently all information made available to the Respondent.

In addition, the Property is available for a visual on-site inspection by the Respondent and the Respondent's consultants at various times by making prior arrangements with Jim Kananen, Director of Properties or Mary Gahres, Office Manager of GIRL SCOUTS OF NORTH EAST OHIO. The Respondent shall not physically disrupt or otherwise alter the soil or any improvements situated in, on, or about the Property, without the express prior written consent of Girl Scouts of North East Ohio, which consent may be withheld in Girl Scouts of North East Ohio sole and absolute discretion.

Girl Scouts of North East Ohio may reserve the right, in its sole & absolute discretion, to retain all mineral rights, including current royalties on the property.

E. Sequence of Events:

Respondent Review/Analysis: A Respondent must perform any review/analysis required by the Respondent prior to the submission of a response or specifically list contingency items and time periods in the response.

Timely Delivery of Response: Since Girl Scouts of North East Ohio may accept a Response at any time. Respondents are encouraged to submit their Responses as soon as possible. Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to make their last and best offer before formally accepting any Response.

Evaluation Criteria: All Responses will be evaluated by Girl Scouts of North East Ohio, based upon criteria relevant to Girl Scouts of North East Ohio in its sole and absolute discretion. Among some of those criteria deemed relevant, (but not necessarily determinative) are the following:

1. The highest net cash value to Girl Scouts of North East Ohio.
2. Ability to complete a transaction in a reasonable time frame.
3. Demonstration of the Respondent's financial capability to consummate the transaction.

Reservation of Rights: Girl Scouts of North East Ohio reserves the right, in its sole and absolute discretion, to reject, counter, or request "Best and Final Offer" from any interested parties as Girl Scouts of North East Ohio deems desirable. Girl Scouts of North East Ohio reserves the right to reject all Responses regardless of their terms and conditions for any reason. Girl Scouts of North East Ohio also reserves the right to accept such Response or Responses as Girl Scouts of North East Ohio determines preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response for the Property specified a cash value higher than the accepted Response.

Girl Scouts of North East Ohio may reserve the right, in its sole & absolute discretion, to retain all mineral rights, including current royalties on the property.

The property may also be withdrawn for sale at any time and for any reason.

F. Number of Offers:

Respondents may submit more than one offer or variations of an offer that include different terms (i.e. one purchase price with no contingencies and one purchase price with contingencies; or one cash offer and one phased purchase).

G. Cooperating Broker Participation:

All Respondents represented by a Buyers Broker are responsible for the commission to the Buyers Broker. Girl Scouts of North East Ohio will not recognize any broker or consultant.

H. Final Approval:

The agreement is subject to the final approval of Girl Scouts of North East Ohio, Board of Directors.

I. Submission of Responses:

All Responses must be submitted in sealed envelopes. All Responses must be submitted to GIRL SCOUTS OF NORTH EAST OHIO, " GREAT TRAIL CAMP", ATTENTION: MARY GAHRES/JIM KANANEN, ONE GIRL SCOUT WAY, MACEDONIA, OH 44056 and electronically to: Properties@gsneo.org.

Each Response must contain a signed, original Response Form fully executed by the Respondent.

GREAT TRAIL CAMP

RESPONSE FORM

This Response Form is for use in responding on Great Trail Camp which is being offered for sale by Girl Scouts of North East Ohio in accordance with the General Terms and Conditions. All Responses must be submitted to Girl Scouts of North East Ohio, "GREAT TRAIL CAMP", ATTENTION: Mary Gahres/Jim Kananen and electronically to Properties@gsneo.org.

To: Girl Scouts of North East Ohio
"GREAT TRAIL CAMP"
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
and
Electronically: Properties@gsneo.org

To Whom It May Concern:

The undersigned hereby submits the following Response in accordance with the Request for Response instructions and General Terms and Conditions (the "RFP") contained in the Request for Proposal. Capitalized Terms used in this RFP and not defined here have the meanings given to them in the RFP instructions.

1. Name of Respondent:

2. Identify type of legal entity of the Respondent and each party comprising the Respondent (e.g. Individual, Corporation, Partnership, Trust, etc.):

3. The Respondent's address for notices, telephone, facsimile numbers and e-mail address:

4. Name, title, address, telephone, facsimile and e-mail address for the Respondent's contact person:

5. Sale price (including how payable):

6. Sale terms, conditions, and contingencies (including specific dates):

7. Conceptual development plan of site and intended use:

8. Name, title, address, telephone, fax number(s) and e-mail address for Respondent's attorney and accountant, if applicable.

9. The Respondent hereby submits with this Response the following items:

- a. This originally signed Response Form fully executed by the Respondent.
- b. Demonstration of Respondent's financial capabilities to complete its obligations under the sale.
- c. Time period that the offer remains valid.

10. The Respondent acknowledges it is not relying on any legal or tax advice from the Girl Scouts of North East Ohio or any of their respective brokers (and their agents), employees, officers, directors, representatives, agents, attorneys, accountants, or consultants in connection with the transaction contemplated in this Response. The Respondent acknowledges and agrees to its receipt and review in its entirety of the RFP instructions, general terms and conditions and response form prior to the submission of this Response.

11. The Respondent understands that the Property or any portion of the Property may be withdrawn at any time for any reason including after receipt of responses.

12. The Respondent represents and warrants that the execution and delivery of this Response Form and all other required documentation by the Respondent and each Party comprising the Respondent, or who executes this Response Form on behalf of the Respondent has been authorized by any and all necessary action by the Respondent and each party comprising the Respondent. The Respondent further represents and warrants, for itself and on behalf of the equity partners or investors whose financial statements are being submitted with this Response Form that all financial statements being submitted with this Response Form present an accurate picture of the financial condition and income of the subject thereof, as of the date given, and that as of such date, such financial statements do not contain any untrue statement of a material fact nor do they omit to state a material fact

required to be stated therein or necessary to make such financial statements not misleading.

13. Girl Scouts of North East Ohio, nor any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy of completeness of the materials included in the RFP, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio, or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise by any reason relating to these materials or information relating to any of these materials. Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.

IN WITNESS WHEREOF, the undersigned hereby submits this Response

"RESPONDENT"

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



girl scouts
of north east ohio

REQUEST FOR PROPOSAL

To Purchase

CAMP CROWELL AND CAMP HILAKA

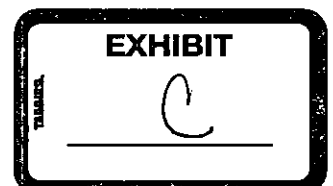
Richfield, Ohio

APPROL COMMON PLEAS
WILLIAM R. WOHLWEND

2012 MAR -9 PM 3:26

FILED

December 2011



CAMPS CROWELL/HILAKA

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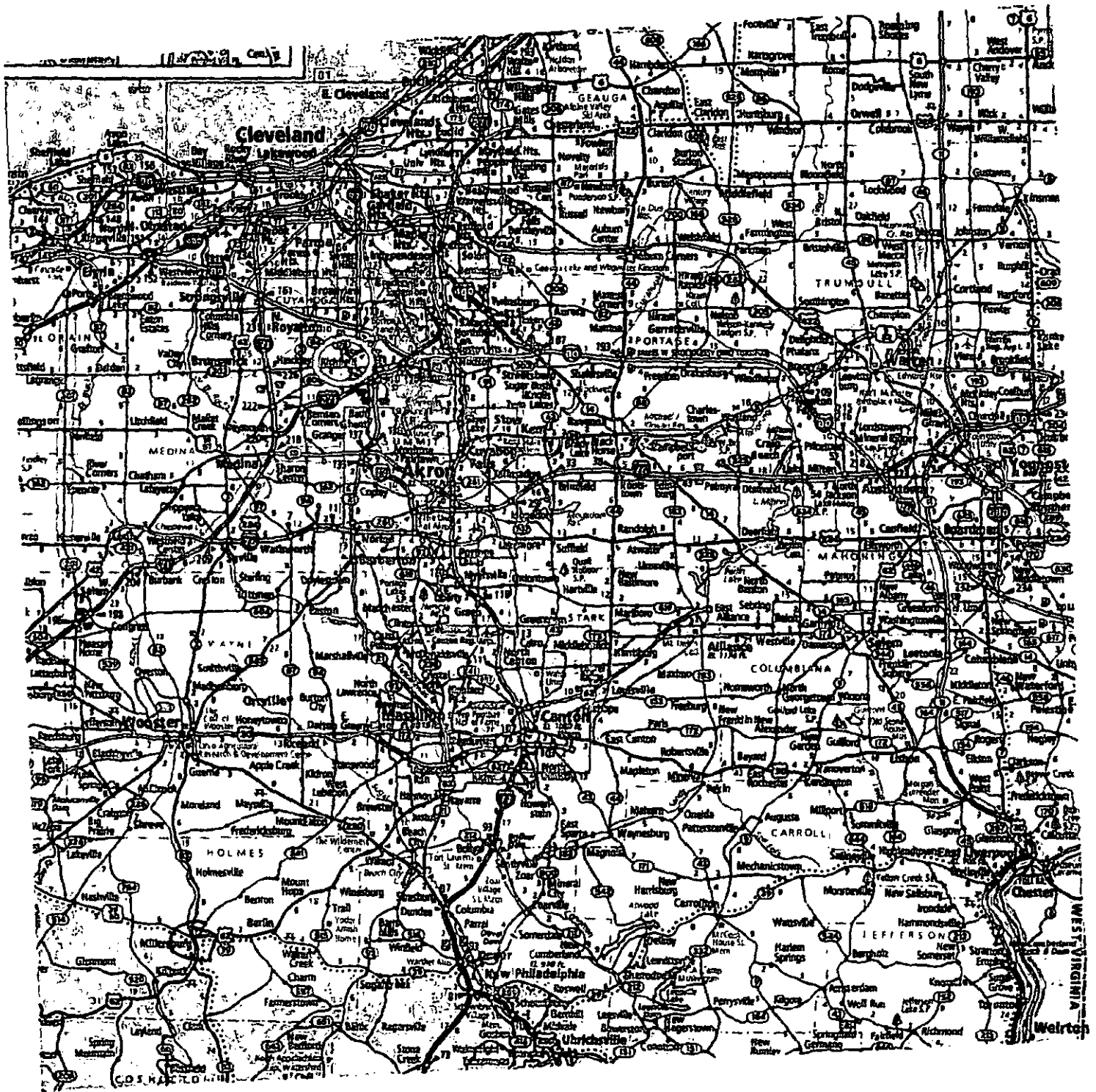
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CAMPS CROWELL/HILAKA

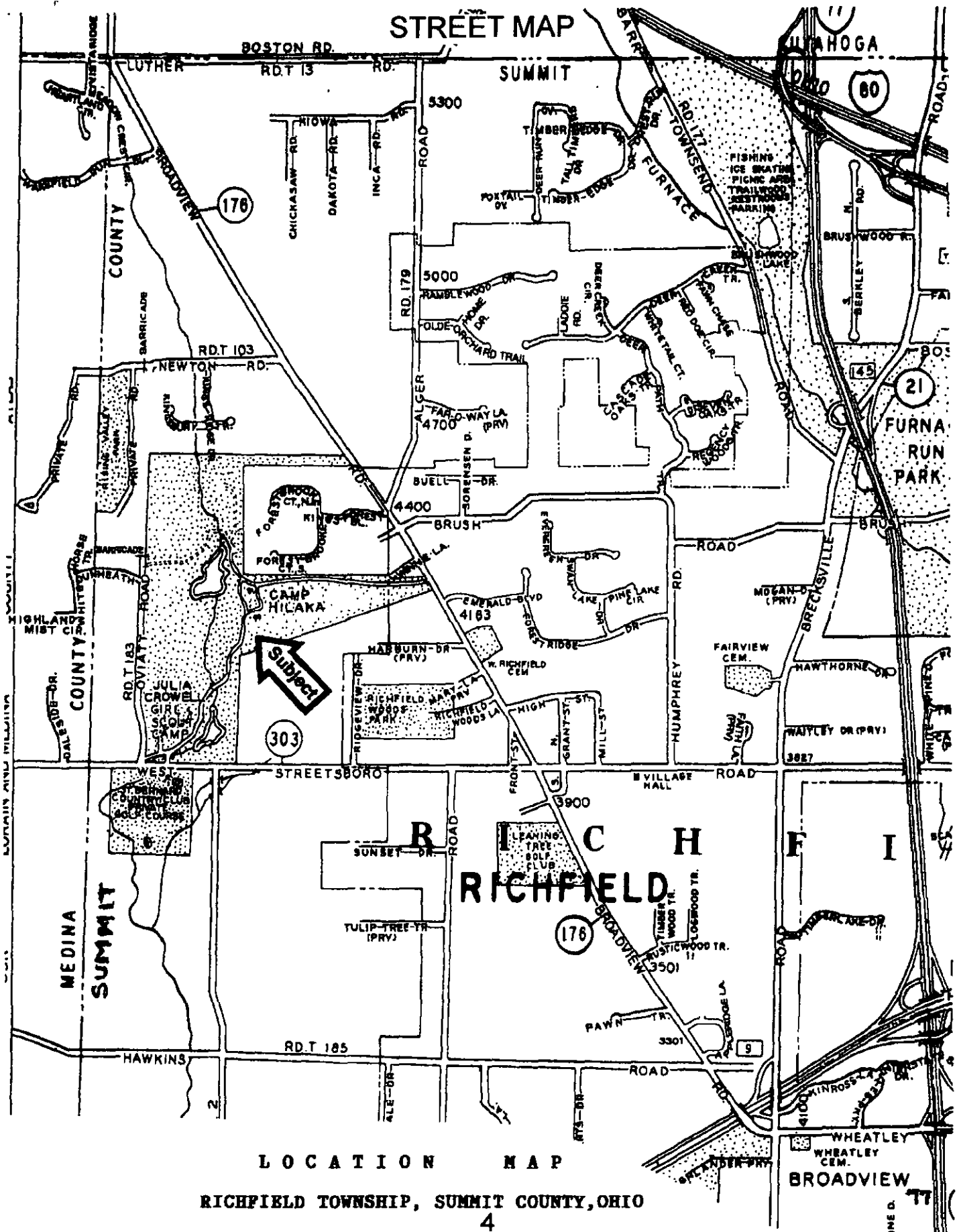
SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Owner's Name:	Girl Scouts of North East Ohio
Type of Property:	Not-For-Profit Camp
Property Address:	
Camp Hilaka	4374 Broadview Road Richfield, OH 44286
Camp Crowell	Oviatt Road Richfield, OH 44286
Project Name:	Camps Crowell/Hilaka
Permanent Parcel Numbers:	48-00346 48-00347 48-00348 48-00349 48-01048 50-00748
Site Size:	337 acres
Zoning:	Approximately 333.5 acres in Richfield Township are zoned CD - Conservation District; 3.65 acres in the Village of Richfield are zoned R-1 - Rural Residential.
Utilities:	Natural Gas and Electric
Private:	3 Wells for water, Sanitary Sewage Disposal System, & Septic System
Improvement Data:	12 structures, Misc. Storage Bldgs, Camp Sites, Hiking Trails + 2 lakes

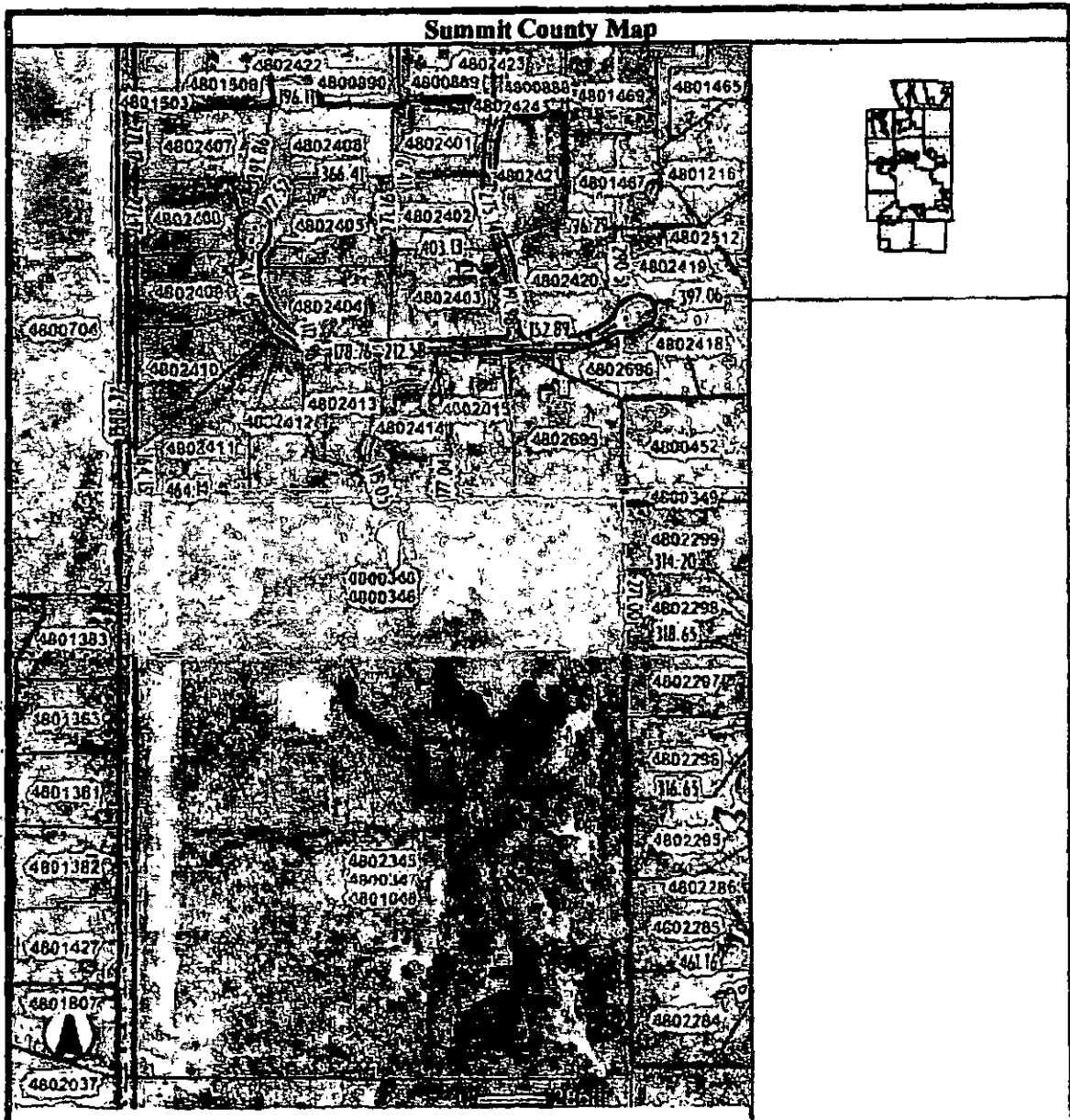
REGIONAL MAP



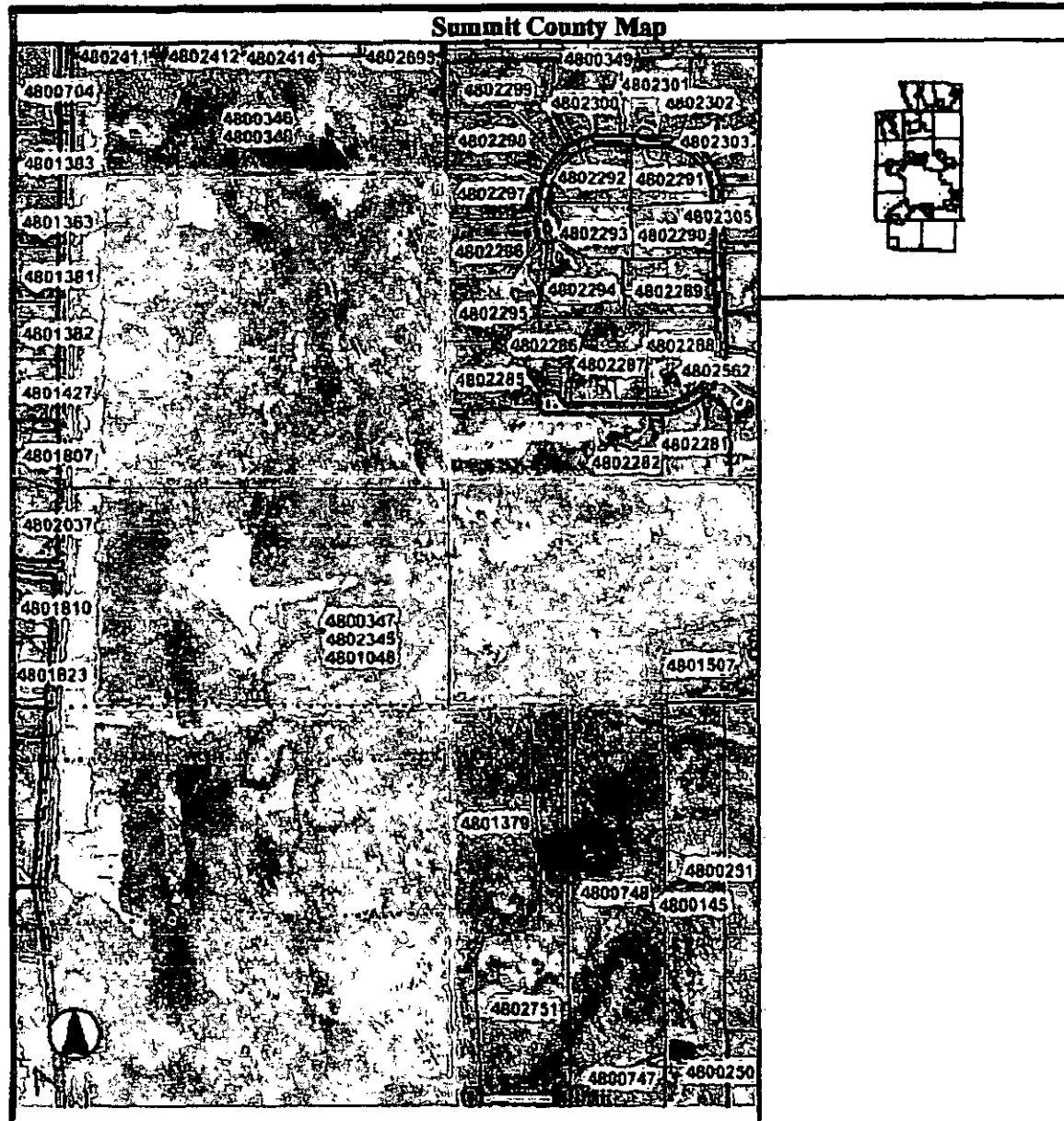
STREET MAP



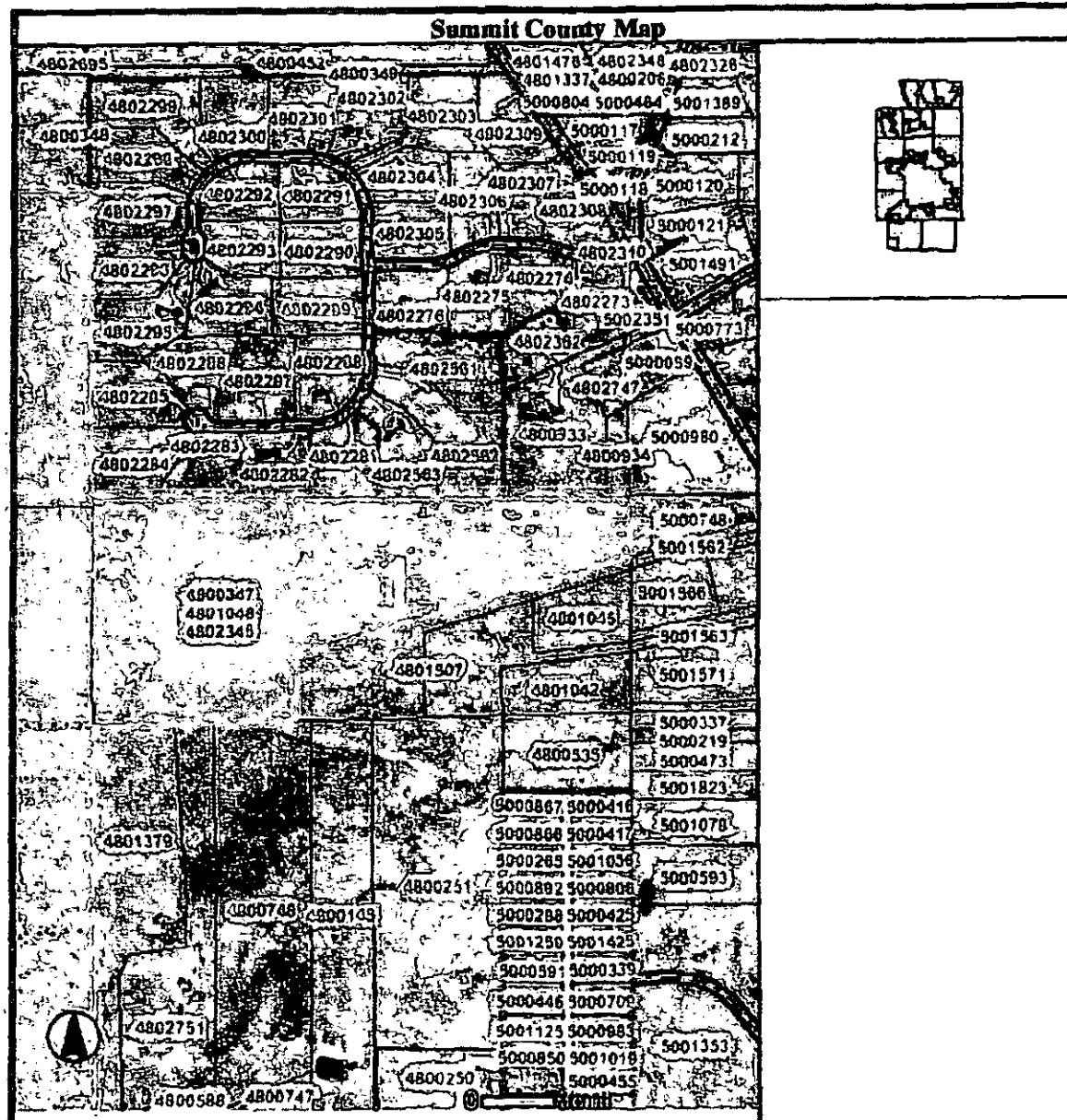
PARCEL MAP



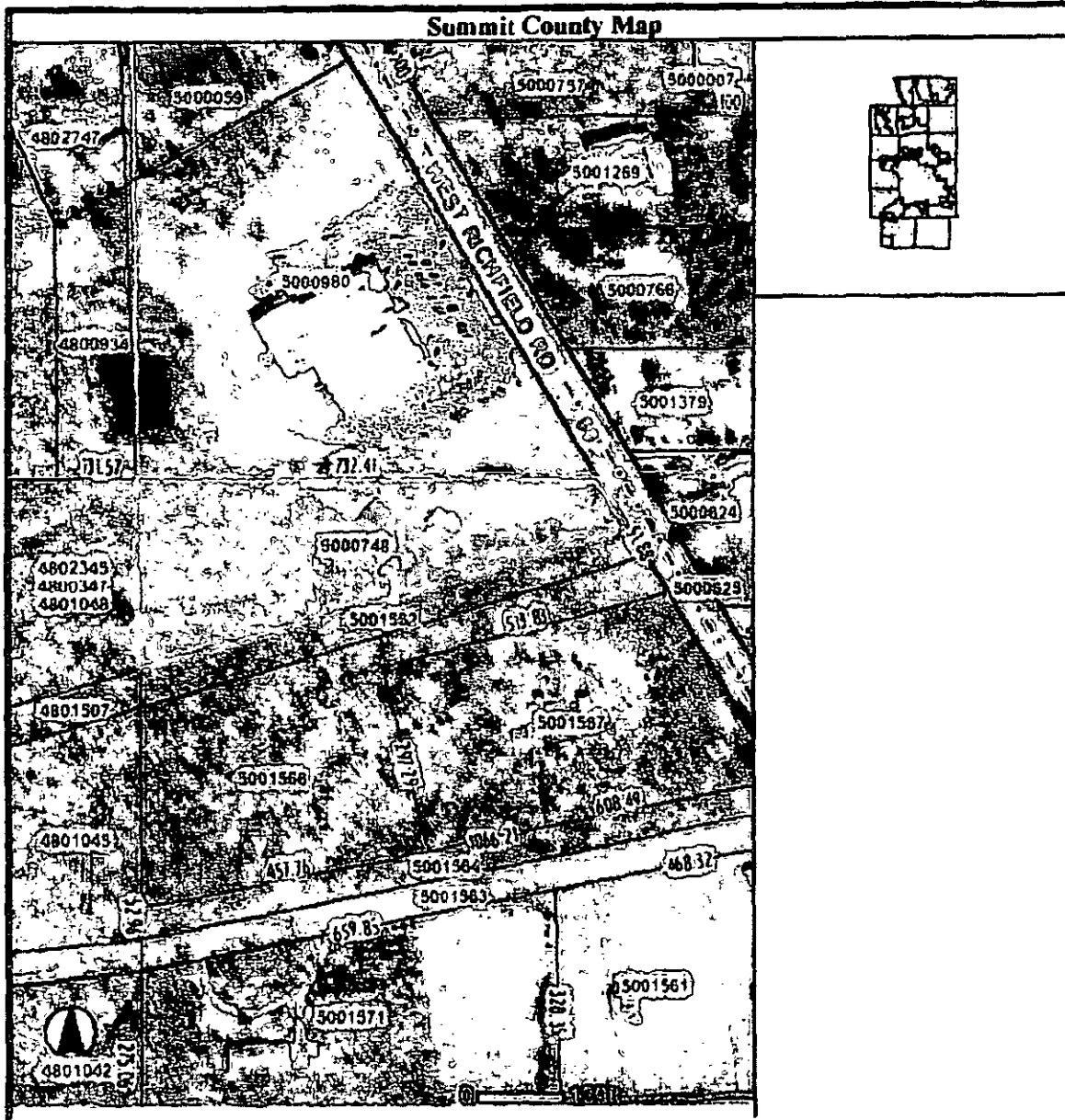
PARCEL MAP



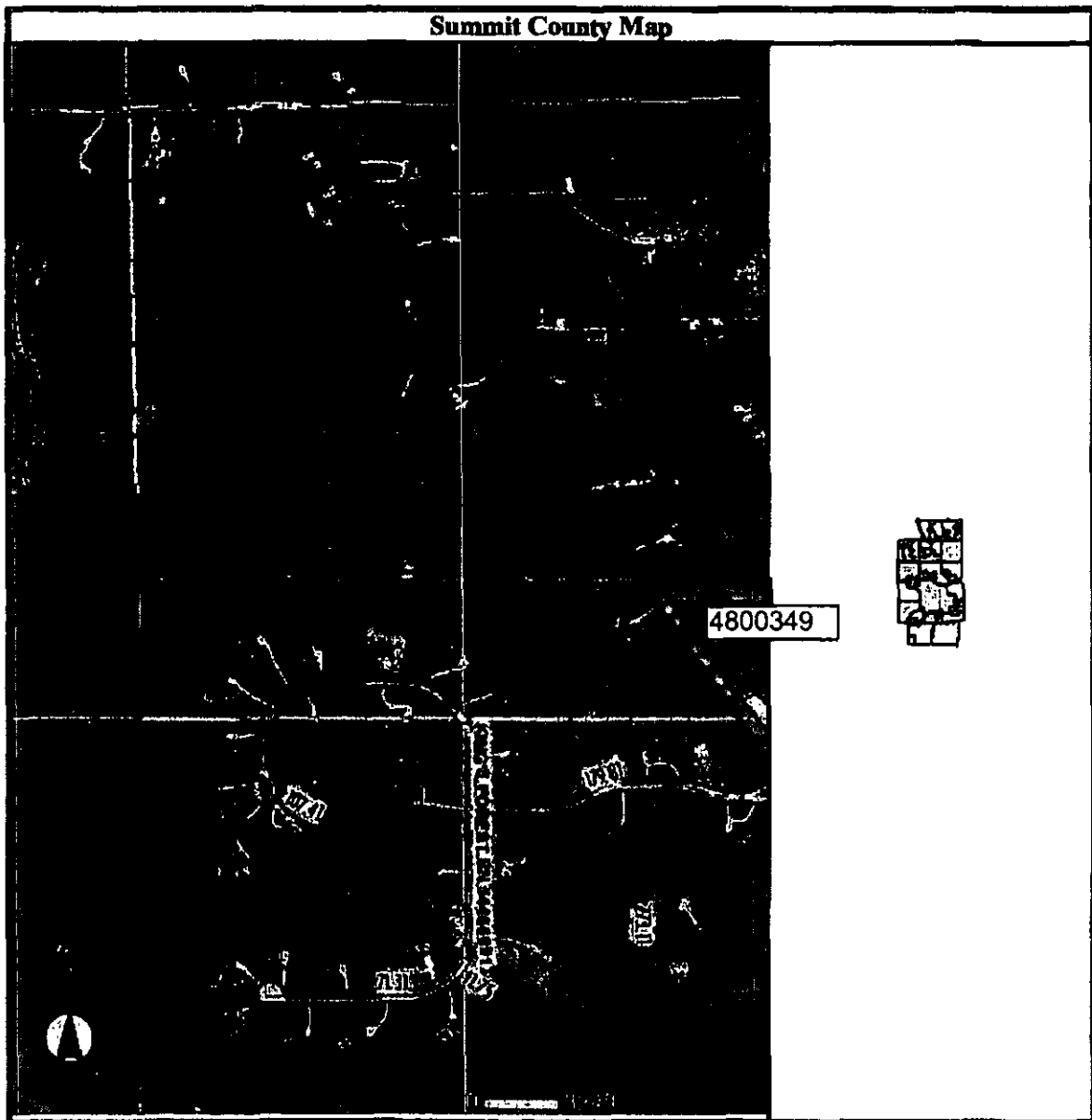
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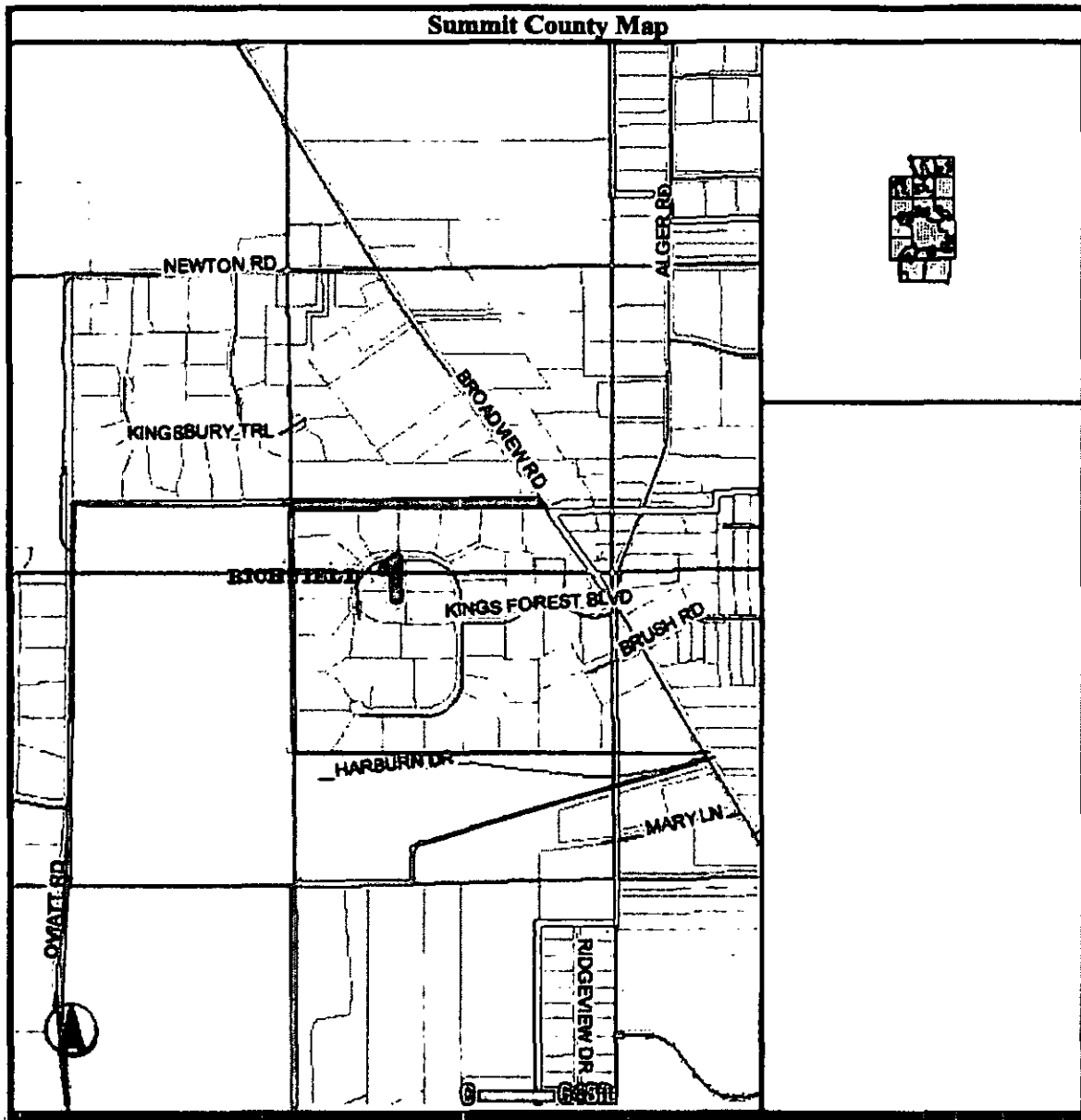
PARCEL MAP



PARCEL MAP



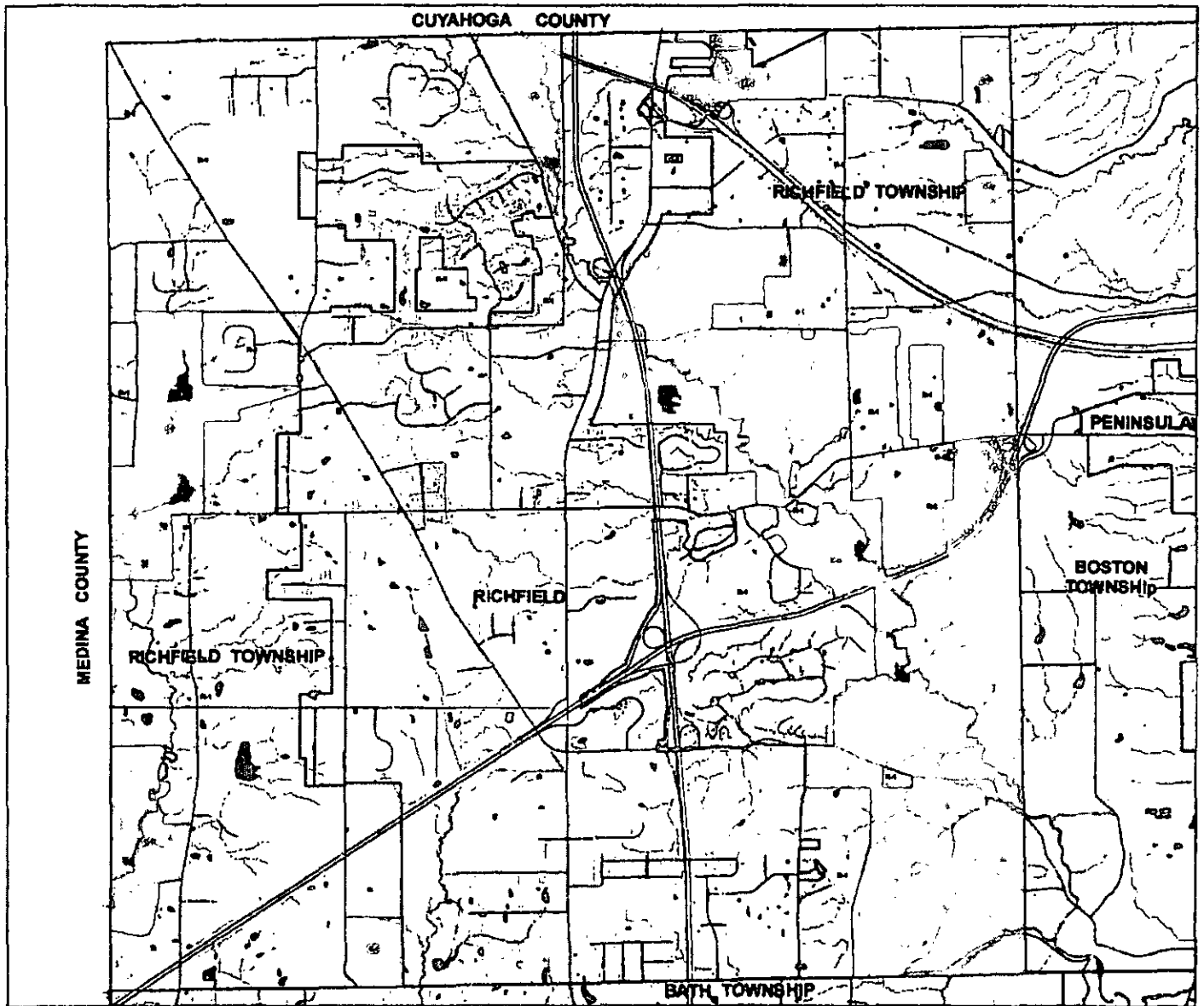
SITE SKETCH



CAMPS CROWELL/HILAKA

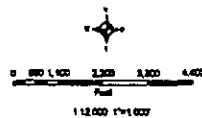
SITE DATA ANALYSIS

- Location:** Property is situated at 4374 Broadview Road, Richfield, OH 44286
- Area:** Camps Crowell-Hilaka comprise of 337 acres
- Access:** There are three access roads into the property, Broadview Road (S.R. 176), W. Streetsboro Road (S.R. 303) and Oviatt Road.
- Shape/Dimensions:** The property is comprised of six parcels of real estate. The parcels of land can be best described as a highly irregular and rolling tract of land. It is largely wooded and has long been utilized as a not-for-profit camp. The easterly portion of subject land is situated at an elevation of 1,320 feet above sea level. This portion of the land is the highest elevation in Summit County. This property is larger than usual for the area that is privately owned.
- Zoning:** Approximately 333.5 acres in Richfield Township are zoned CD - Conservation District; 3.65 acres in the Village of Richfield are zoned R-1 - Rural Residential.
- Proximity of Nuisances:** There are no other known nuisance factors which would affect the property. Additionally, no information has been provided which would indicate that any toxic waste or other substances have been introduced into the neighborhood and/or the property.
- Additional Structures:** AT&T Tower Ground Lease - The tower is currently in place northwest of the Ohio Edison power line right of way. The tower and building are located approximately 150' west of Oviatt Road. Lessee pays all the expenses and is considered a triple A tenant as to financial ability to pay.



Richfield Township Zoning Map

- O-0 Conservation District
- R-1 Rural Residential District
- R-2 Residential District
- R-4 Planned Residential District
- C-1 Local Commercial District
- C-2 Community Highway District
- C-3 Regional Commercial District
- I-1 Light Industrial District



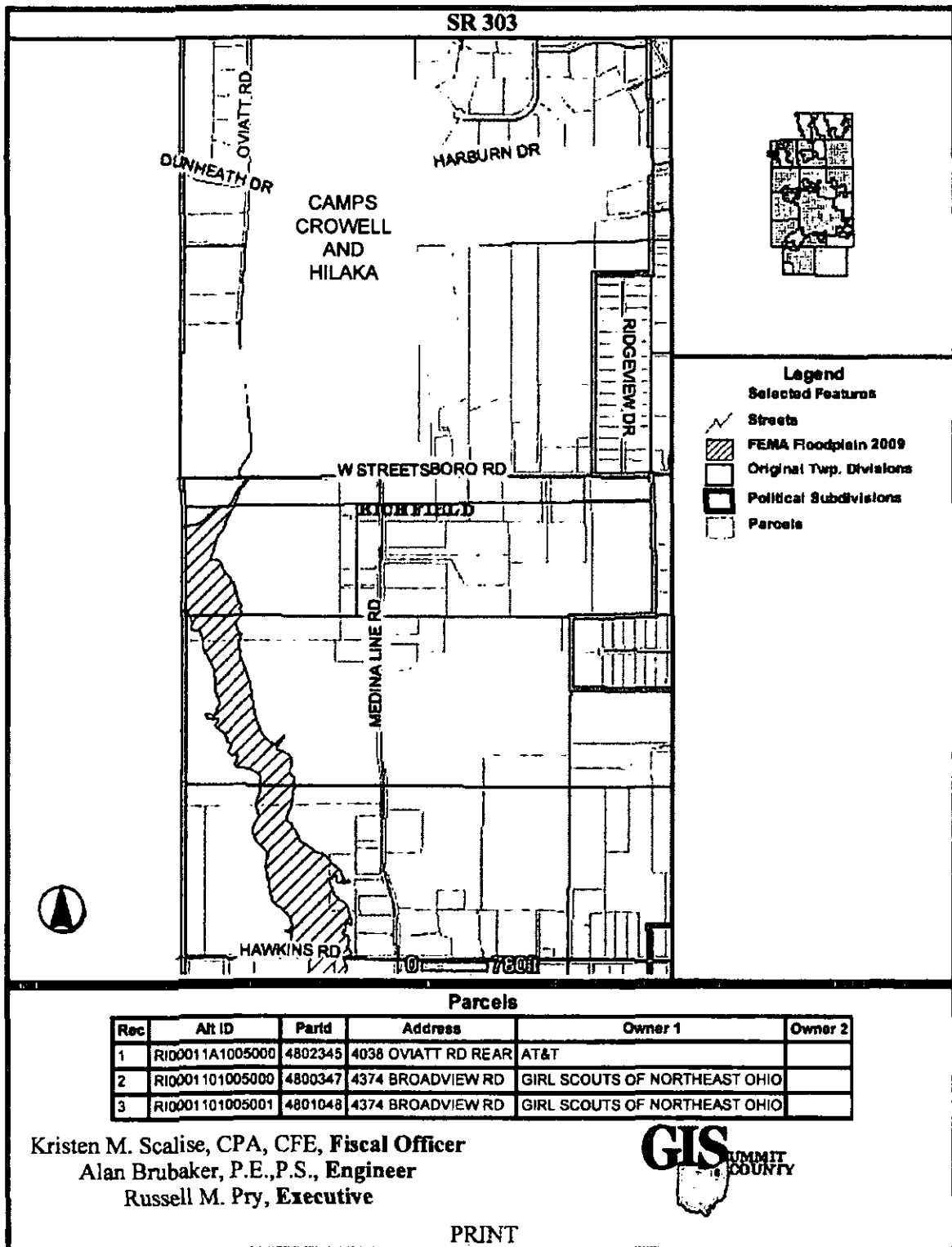
This map was prepared by the County of Cuyahoga, Ohio, and is not intended to be used for any other purpose. The County of Cuyahoga, Ohio, is not responsible for any errors or omissions in this map. The County of Cuyahoga, Ohio, is not responsible for any damages or losses resulting from the use of this map. The County of Cuyahoga, Ohio, is not responsible for any damages or losses resulting from the use of this map.

[illegible]

St Bernard
Golf Club

West Richfield

FLOOD ZONE



CAMPS CROWELL/HILAKA

LOCATION AND NEIGHBORHOOD

OVERVIEW:

Richfield Township is located in the northeast portion of the State of Ohio, in Summit County forming the borders to Cuyahoga County (North) and Medina County (West). The Township and the adjacent village are approximately equidistant between the downtown areas of Akron and Cleveland. It is part of the Akron Metropolitan Statistical Area. Richfield boasts one of the most strategic, convenient, and accessible locations in Northeast Ohio. Centered among 3.5 million residents, Richfield's location approximately 30 minute drive from both Cleveland and Akron enables its residents to enjoy both the nearby cultural, recreational, and commercial opportunities of those two large urban areas, as well as the relaxed charm and intimacy of residential life in Richfield. Another natural bonus is the Cuyahoga Valley National Park on Richfield's eastern border. This large area has ski slopes, running areas, wildlife preserves and picnic areas.

ACCESS:

Richfield is uniquely located due to accessibility from several major interstate highways. The area is serviced by Interstate 77 north and south bound, routes 271, 303, 21 and 176. It is easily accessible to Cleveland Hopkins Airport in Cuyahoga County and Akron-Canton Airport in Summit County.

TRANSPORTATION:

Transportation facilities in the northwestern Summit County area are considered quite adequate, reflecting the heavily industrialized economy in Akron and Cleveland. They include railroads, truck lines, and 2 major airports. Highway access includes Interstates 76, 77, 80, 271, 277, 480 and U.S. Route 224. Airport facilities are within very close proximity with the Cleveland Hopkins International Airport approximately 25 miles north and Akron-Canton Regional Airport located 30 miles south. The quality of the roadway systems, ease of access and the size and quality of the international and regional airports provide good accessibility to the Richfield area.

NEIGHBORHOOD DESCRIPTION:

Richfield has a population of 5,424 and a land area of 8.5 square miles. Richfield is located in the north west part of Summit county. The subject property is situated in Richfield Township and The Village of Richfield. The general neighborhood is largely residential. Overall the neighborhood is stable in terms of its economic life cycle, with no changes expected in the foreseeable future.

LAND USE:

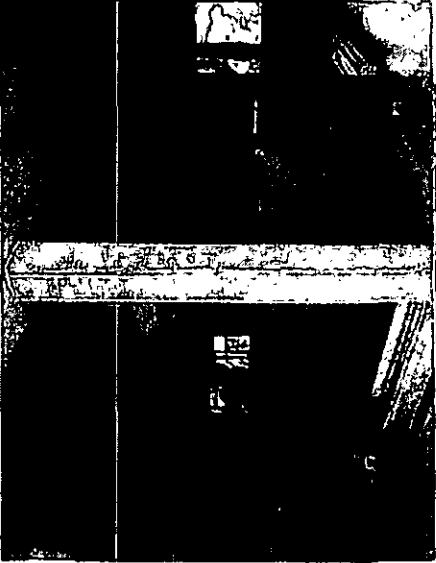
The subject property is currently zoned CD, Conservation District and R-1 Rural Residential. It has been used as a Girl Scout camp for the last 60+ years.

UTILITIES AND SERVICES:

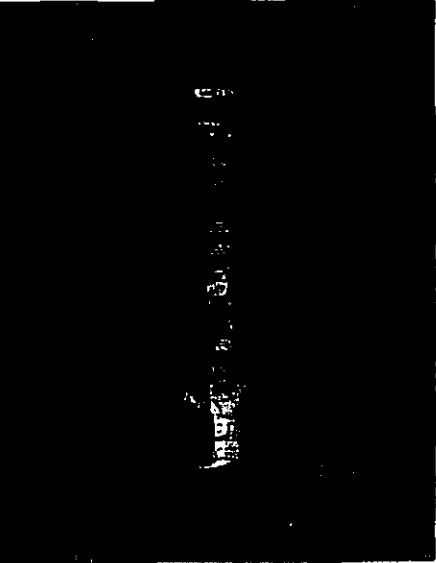
The Summit County area as a whole is serviced by municipal sewer and water systems with respect to villages and cities in the region. Electricity is provided in the region by First Energy Corp/Ohio Edison, and gas is provided by Dominion/East Ohio Gas. Outlying areas have private well and septic systems. The subject property is served with natural gas and electric utilities. It is understood that former gas wells situated on the property have been capped. The property is served with well water and a sanitary sewage disposal system located in the southwesterly portion of the property. The wastewater for several buildings is treated/served by septic systems.



Good Hall School



Good Hall Kitchen



Good Hall



Antly House Bath



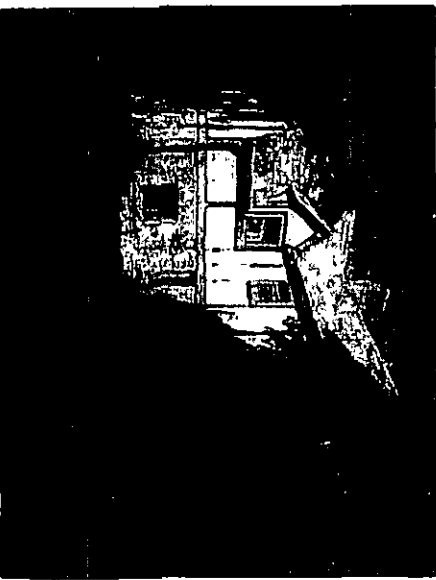
Good Hall



Coach House



North House



Coach House - Side & Rear



Lake Idimes



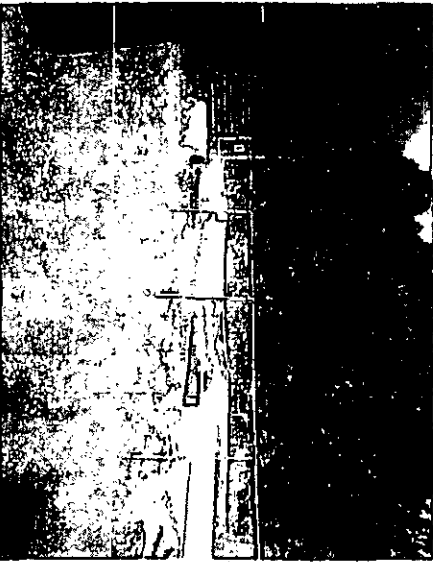
Lake Idimes from Above



Aubrey House



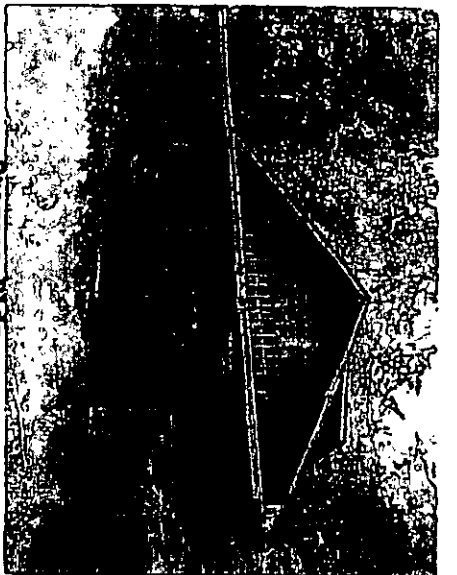
Bath House



Pool



Lake Idimes Facing NW



Storage Bldg.



Gas Line R/W





Lower Barn



Seeger Treas Chest 2nd



Seeger Treas Chest



Kirby House



Mill Museum



Lower Open Land



Entry Drive Facing West



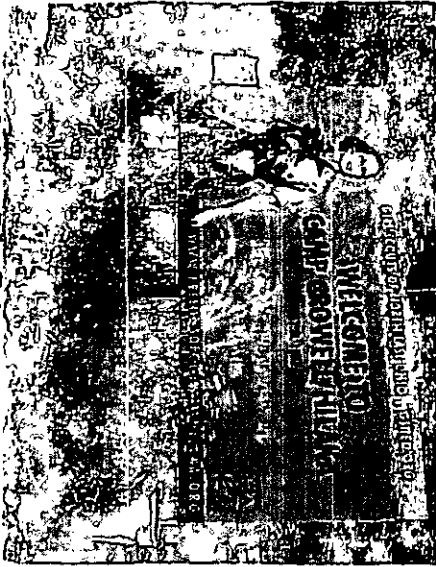
Storage Shed



Lower Dam Mill Museum



Ovlati Rd. facing North



Ovlati Rd. Entry



Caretaker Home 4374 Roadview



Ovlati Rd. facing South



Camp Mgr. Home



Ovlati Rd. Wilson & AT&T Tower



Streetsboro Home
(303)

CAMPS CROWELL/HILAKA

RESPONSE INSTRUCTIONS, GENERAL TERMS & CONDITIONS

Response to request for proposal due date:

It is the intention of Girl Scouts of North East Ohio to have an ongoing bid process. Since Girl Scouts of North East Ohio may accept any Response at any time, Respondents are encouraged to submit their Responses as soon as possible.

Request for Proposal (RFP) Process:

If at any time during the process, Girl Scouts of North East Ohio receives a response which is acceptable; Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to request their last and best offer before formally accepting any Response. Please indicate in your response the expiration of the proposal. Initial evaluation of proposals may begin after January 31, 2012.

1 Electronic Copy to: Properties@gsneo.org

And Deliver 15 copies of all sealed bids to:

Girl Scouts of North East Ohio
CAMPS CROWELL AND HILAKA
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
(330)864-9933

NOTICES

Corrections and Supplements:

Respondents are hereby advised that corrections and supplements to the materials in the RFP information package may be issued by Girl Scouts of North East Ohio. Please also be advised that it is the Respondent's responsibility to contact Girl Scouts of North East Ohio for such corrections and supplements and to review same prior to submitting a Response. Girl Scouts of North East Ohio expressly disclaim any liability to the Respondent and each party comprising the Respondent for the Respondent's failure to review any corrections and supplements to the Response materials prior to the submission of a Response.

Respondents are further notified that Girl Scouts of North East Ohio expressly disclaim any obligation to inform Respondents of any change to any information which may be furnished to Respondents in connection with this RFP.

RFP Evaluation:

Girl Scouts of North East Ohio reserves the right at all times to reject any and all submitted Responses for any reason notwithstanding that a particular Response may contain the highest cash value among those received and meets all the terms and conditions of these instructions. Girl Scouts of North East

Ohio also reserves the right to accept such Responses as Girl Scouts of North East Ohio determines preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response specified a higher cash value. Girl Scouts of North East Ohio also reserves the right at all times to waive any or all technical defects in any Responses. The RFP process may be terminated or modified without notice at any time. Girl Scouts of North East Ohio also reserves the right to contact any interested party at any time to request a "Final and Best Offer" from one or more interested parties or otherwise request that a Respondent clarify, change, or increase its offer.

Errors and Omissions:

Neither Girl Scouts of North East Ohio, nor any of their respective salespersons, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the materials included in the request for proposal package, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise for any reason relating to these materials or information relating to any of these materials. **Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.**

CAMPS CROWELL/HILAKA

GENERAL TERMS AND CONDITIONS

A. Definitions:

As used in these RFP instructions and General Terms and Conditions, these terms have the following meanings:

"Response Instructions" - These RFP instructions and General Terms and Conditions.

"RFP Information Package" - These materials and documents.

"Girl Scouts of North East Ohio" - Girl Scouts of North East Ohio

"Property" - Camps Crowell and Hilaka

B. General Information:

Girl Scouts of North East Ohio is offering the property for sale in accordance with the terms of these RFP instructions. Each Respondent must be financially capable of performing the Respondent's obligations outlined in the response to the RFP.

C. Non-Discrimination:

The property is available for sale through this RFP to qualified Respondents without regard to a prospective Respondent's race, physical handicap, color, religion, sex, marital status, or national origin.

D. As is, Where is Sale/Information/Reservation of Rights:

A Respondent must receive a RFP package in order to participate in the RFP. **MATERIALS PROVIDED FOR RESPONDENTS ARE FOR INFORMATION PURPOSES ONLY, MAY NOT BE RELIED UPON, AND DO NOT CONSTITUTE A REPRESENTATION OF WARRANTY BY GIRL SCOUTS OF NORTH EAST OHIO THAT THE INFORMATION CONTAINED THEREIN IS ACCURATE OR COMPLETE.** All square footages, dimensions, or other measurements relating to the Property are approximate and may not be relied upon.

The Property is being offered in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS" and the successful Respondent will only be allowed a reasonable contingent inspection period. The Respondent is encouraged to inspect the physical condition of the Property and to investigate all other matters

deemed pertinent by the Respondent prior to the submission of a Response on the Property, and to verify independently all information made available to the Respondent.

In addition, the Property is available for a visual on-site inspection by the Respondent and the Respondent's consultants at various times by making prior arrangements with Jim Kananen, Director of Properties or Mary Gahres, Office Manager of GIRL SCOUTS OF NORTH EAST OHIO. The Respondent shall not physically disrupt or otherwise alter the soil or any improvements situated in, on, or about the Property, without the express prior written consent of Girl Scouts of North East Ohio, which consent may be withheld in Girl Scouts of North East Ohio sole and absolute discretion.

Girl Scouts of North East Ohio may reserve the right, in its sole and absolute discretion, to retain all mineral rights, including current royalties on the property.

E. Sequence of Events:

Respondent Review/Analysis: A Respondent must perform any review/analysis required by the Respondent prior to the submission of a response or specifically list contingency items and time periods in the response.

Timely Delivery of Response: Since Girl Scouts of North East Ohio may accept a Response at any time. Respondents are encouraged to submit their Responses as soon as possible. Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to make their last and best offer before formally accepting any Response.

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1. The highest net cash value to Girl Scouts of North East Ohio.
2. Ability to complete a transaction in a reasonable time frame.
3. Demonstration of the Respondent's financial capability to consummate the transaction.

Reservation of Rights: Girl Scouts of North East Ohio reserves the right, in its sole and absolute discretion, to reject, counter, or request "Best and Final Offer" from any interested parties as Girl Scouts of North East Ohio deems desirable. Girl Scouts of North East Ohio reserves the right to reject all Responses regardless of their terms and conditions for any reason. Girl Scouts of North East Ohio also reserves the right to accept such Response or Responses as Girl Scouts of North East Ohio determines preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response for the Property specified a cash value higher than the accepted Response.

Girl Scouts of North East Ohio may reserve the right to retain in its sole and absolute discretion to retain all mineral rights, including current royalties on the property.

The property may also be withdrawn for sale at any time and for any reason.

F. Number of Offers:

Respondents may submit more than one offer or variations of an offer that include different terms (i.e. one purchase price with no contingencies and one purchase price with contingencies; or one cash offer and one phased purchase).

G. Cooperating Broker Participation:

All Respondents represented by a Buyers Broker are responsible for the commission to the Buyers Broker. Girl Scouts of North East Ohio will not recognize any broker or consultant.

H. Final Approval:

The agreement is subject to the final approval of Girl Scouts of North East Ohio, Board of Directors.

I. Submission of Responses:

All Responses must be submitted in sealed envelopes. All Responses must be submitted to GIRL SCOUTS OF NORTH EAST OHIO, "CAMPS CROWELL AND HILAKA", ATTENTION: MARY GAHRES/JIM KANANEN, ONE GIRL SCOUT WAY, MACEDONIA, OH 44056 and electronically to: Properties@gsneo.org.

Each Response must contain a signed, original Response Form fully executed by the Respondent.

CAMPS CROWELL/HILAKA

RESPONSE FORM

This Response Form is for use in responding on CAMPS CROWELL AND HILAKA which is being offered for sale by Girl Scouts of North East Ohio in accordance with the General Terms and Conditions. All Responses must be submitted to Girl Scouts of North East Ohio, "CAMPS CROWELL AND HILAKA", ATTENTION: Mary Gahres/Jim Kananen and electronically to Properties@gsneo.org.

To: Girl Scouts of North East Ohio
"CAMPS CROWELL AND HILAKA"
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
and
Electronically: Properties@gsneo.org

To Whom it May Concern:

The undersigned hereby submits the following Response in accordance with the Request for Response instructions and General Terms and Conditions (the "RFP") contained in the Request for Proposal. Capitalized Terms used in this RFP and not defined here have the meanings given to them in the RFP instructions.

1. Name of Respondent:

2. Identify type of legal entity of the Respondent and each party comprising the Respondent (e.g. Individual, Corporation, Partnership, Trust, etc.):

3. The Respondent's address for notices, telephone, facsimile numbers and e-mail address:

4. Name, title, address, telephone, facsimile and e-mail address for the Respondent's contact person:

5. Sale price (including how payable):

6. Sale terms, conditions, and contingencies (including specific dates):

7. Conceptual development plan of site and intended use:

8. Name, title, address, telephone, fax number(s) and e-mail address for Respondent's attorney and accountant, if applicable.

9. The Respondent hereby submits with this Response the following items:

- a. This originally signed Response Form fully executed by the Respondent.
- b. Demonstration of Respondent's financial capabilities to complete its obligations under the sale.
- c. Time period that the offer remains valid.

10. The Respondent acknowledges it is not relying on any legal or tax advice from the Girl Scouts of North East Ohio or any of their respective brokers (and their agents), employees, officers, directors, representatives, agents, attorneys, accountants, or consultants in connection with the transaction contemplated in this Response. The Respondent acknowledges and agrees to its receipt and review in its entirety of the RFP instructions, general terms and conditions and response form prior to the submission of this Response.

11. The Respondent understands that the Property or any portion of the Property may be withdrawn at any time for any reason including after receipt of responses.

12. The Respondent represents and warrants that the execution and delivery of this Response Form and all other required documentation by the Respondent and each Party comprising the Respondent, or who executes this Response Form on behalf of the Respondent has been authorized by any and all necessary action by the Respondent and each party comprising the Respondent. The Respondent further represents and warrants, for itself and on behalf of the equity partners or investors whose financial statements are being submitted with this Response Form that all financial statements being submitted with this Response Form present an accurate picture of the financial condition and income of the subject thereof, as of the date given, and that as of such date, such financial statements do not contain any untrue statement of a material fact nor do they omit to state a material fact

required to be stated therein or necessary to make such financial statements not misleading.

13. Girl Scouts of North East Ohio, nor any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy of completeness of the materials included in the RFP, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio, or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise by any reason relating to these materials or information relating to any of these materials. Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.

IN WITNESS WHEREOF, the undersigned hereby submits this Response

"RESPONDENT"

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



girl scouts
of north east ohio

REQUEST FOR PROPOSAL

To Purchase

CAMP PLEASANT VALLEY

GREEN SPRINGS, OH

FILED

2012 MAR -9 PM 3:26

CARROLL COMMON PLEAS
WILLIAM R. WOHLMEID

December 2011

EXHIBIT

D

CAMP PLEASANT VALLEY

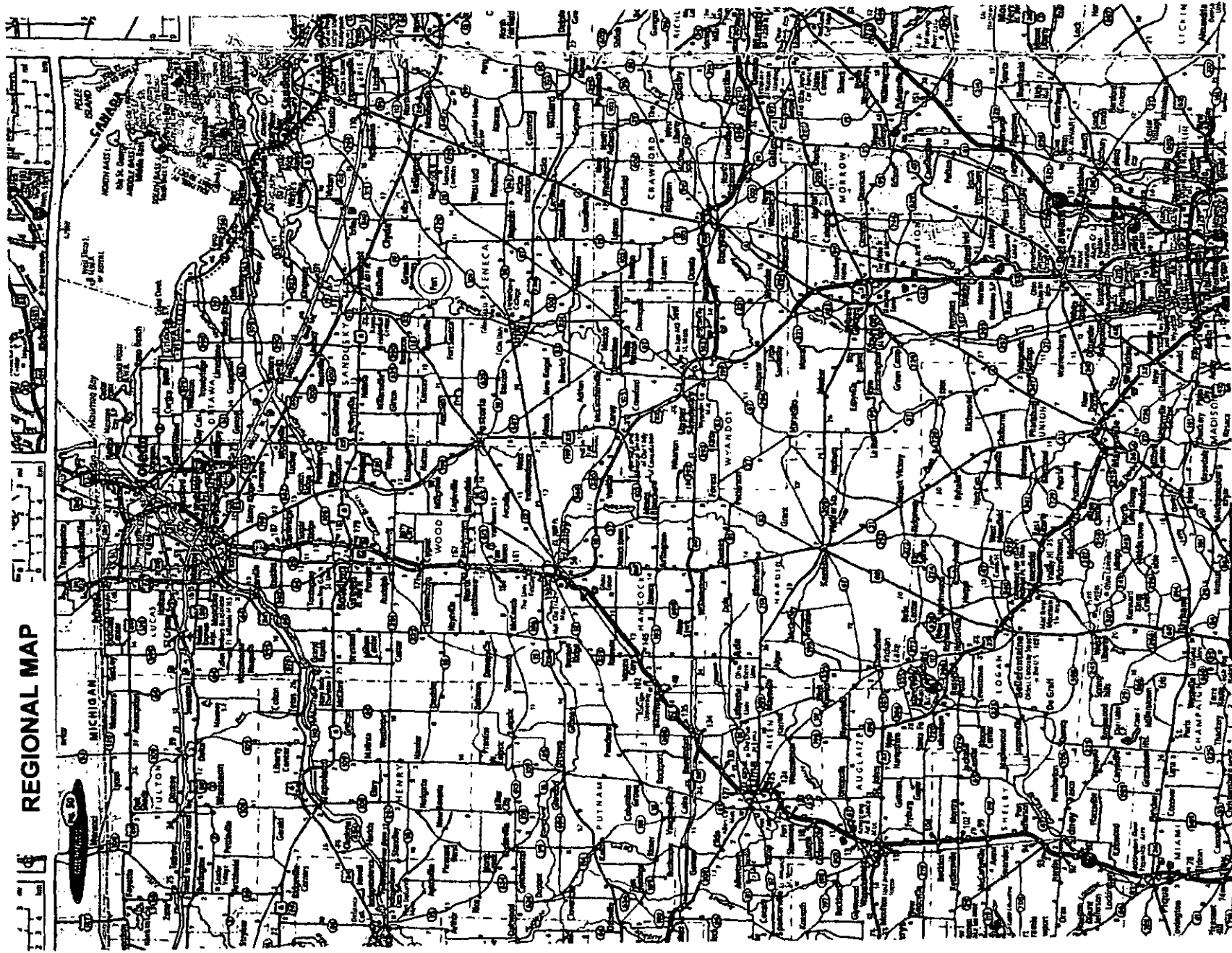
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CAMP PLEASANT VALLEY

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Owner's Name:	Girl Scouts of North East Ohio
Type of Property:	Not-For-Profit Camp
Property Address:	4520 North Township Road 76 Green Springs, OH 44836
Project Name:	Camp Pleasant Valley
Permanent Parcel Numbers:	J36005569500000 J36000569500100 J38000606880000
Site Size:	97.7 Acres
Zoning:	Agricultural
Utilities:	Electric
Private:	Well water & septic system
Improvement Data:	3 structures, primitive campsites + hiking trails

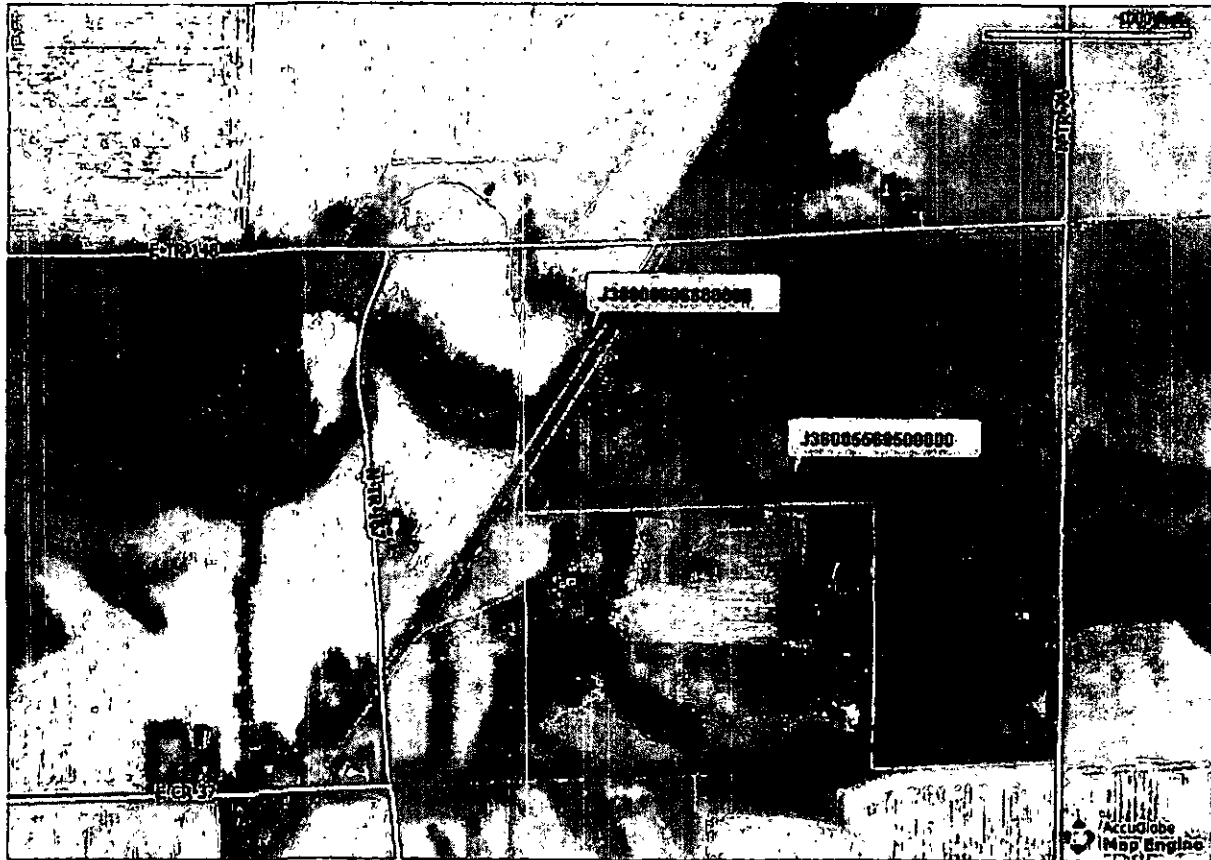


The map shows a grid of townships and ranges. The townships are numbered 1 through 36. The ranges are labeled R. 15 E., R. 16 E., and T. 3 N., T. 2 N. The map includes labels for 'Abbeys Bridge', 'Watson', 'Lowell', and 'Subject'. A diagonal line runs from the bottom left to the top right, passing through several townships. The map is divided into numbered sections (1-36) and includes various geographical features like rivers and creeks.

4

PARCEL MAP

Seneca County GIS



Notes

--

PLEASANT VALLEY CAMP

SITE DATA ANALYSIS

Location: The property is situated at 4520 North Township Road 76, Green Springs, OH 44836

Area: Camp Pleasant Valley is comprised of 97.7 Acres.

Access: Access to the property is located off of North Township Road 76.

Shape/Dimensions: The property is comprised of 2 parcels of real estate. The upland portions for the property are relatively flat. Sugar Creek traverses the property in a east to west direction. It is largely wooded and has long been utilized as a ~~not~~ for-profit camp. It is "L" shaped and has frontage along TR76 and TR 148.

Flood Zone: Camp Pleasant Valley is mostly indicated as Zone X, non flood area; however a portion of the property is in the Sugar Creek 100 year flood zone.

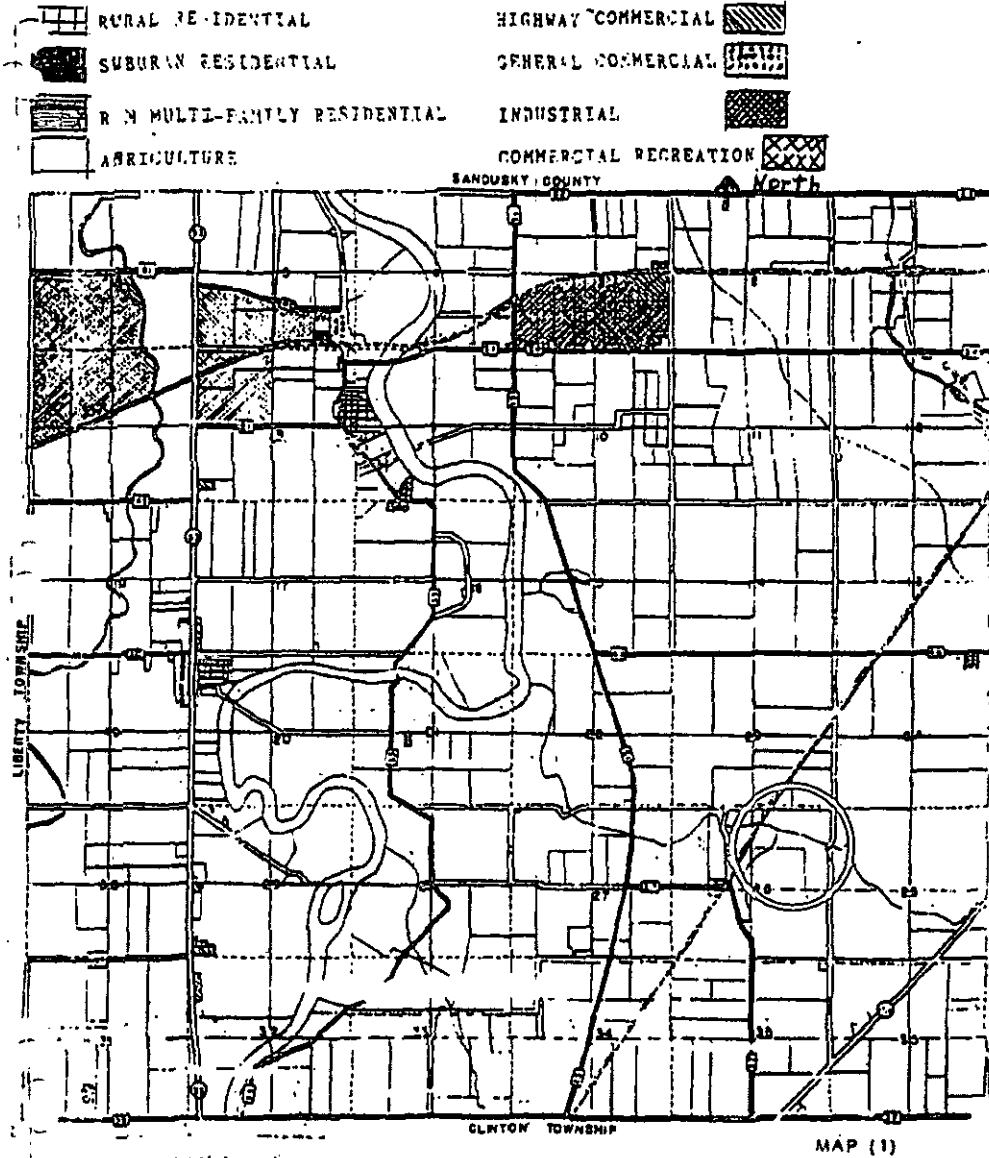
Proximity of Nuisances: There are no other known nuisance factors which would affect the property. Additionally, no information has been provided which would indicate that any toxic waste or other substances have been introduced into the neighborhood and/or the property.

Structures: 3 Bedroom residence built in 1980 approximately 988 s.f.
The Lodge is a remodeled barn consisting of 1 story building with a mezzanine loft area. It includes a double kitchen and dorm rooms with full baths and showers. There is a picnic shelter and primitive campsites.

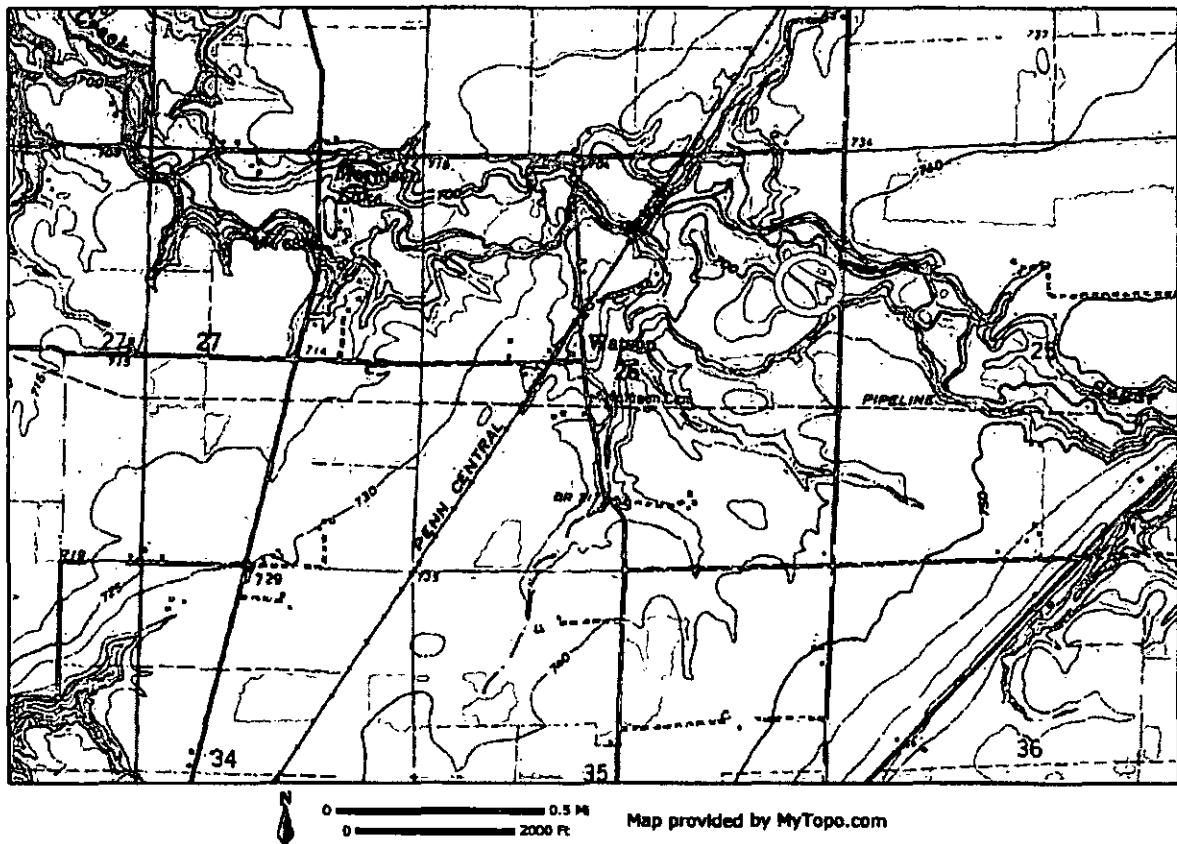
Utilities: The subject site is outfitted with electricity, well water and septic system.

ZONING DISTRICTS MAPS OF PLEASANT TOWNSHIP
 SENECA COUNTY, OHIO : OLD FORT-FORT SENECA

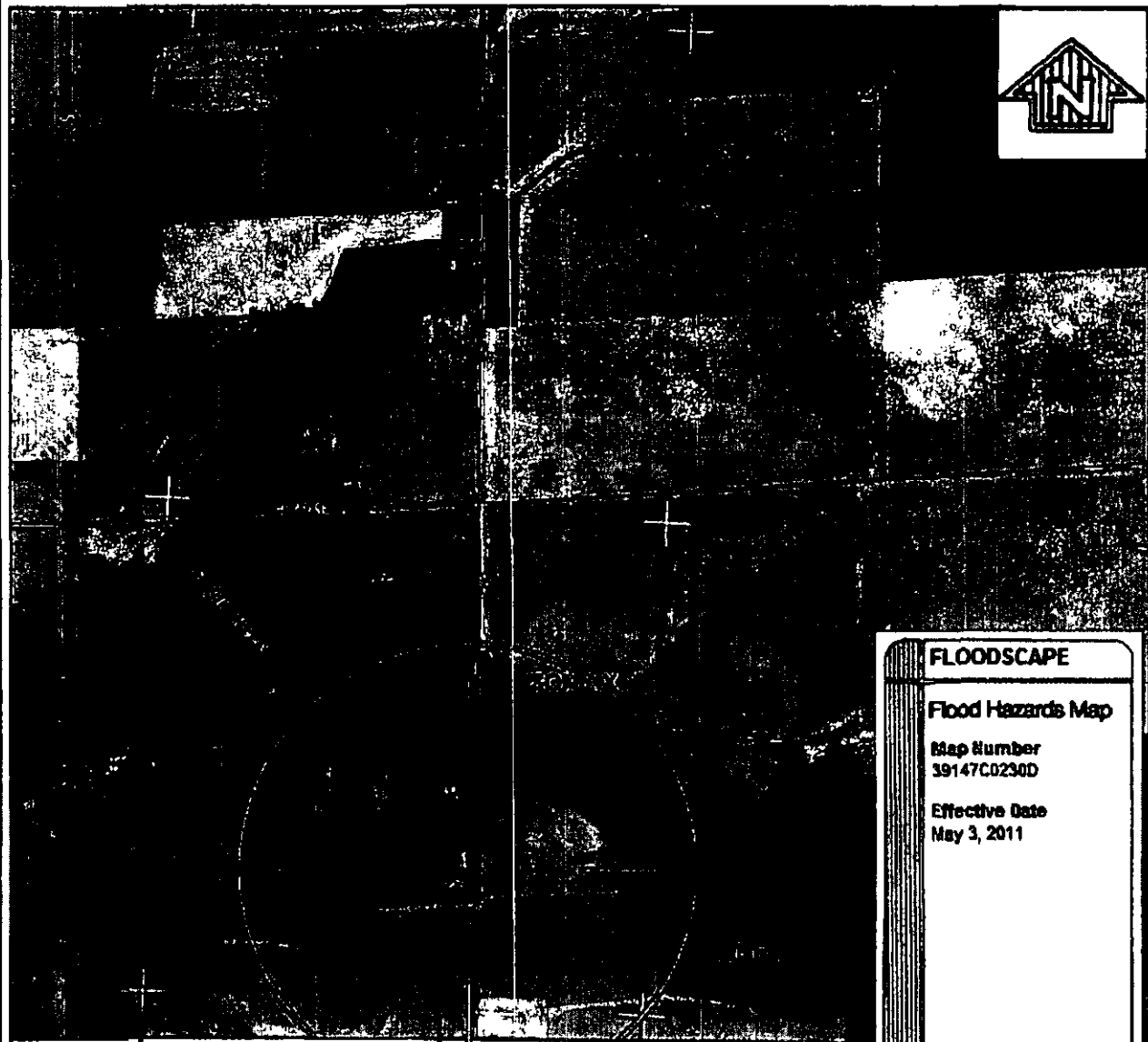
MAP (1)



TOPOGRAPHICAL
MAP



FLOOD ZONE MAP



FLOODSCAPE

Flood Hazards Map

Map Number
39147C0230D

Effective Date
May 3, 2011



Powered by FloodSource
877.77.FLOOD
www.floodsource.com

CAMP PLEASANT VALLEY

LOCATION AND NEIGHBORHOOD

OVERVIEW:

Located in the northwestern part of Ohio, Seneca County was formed in 1820 from Huron County. It's county seat is Tiffin, and is home to Heidelberg University and Tiffin University. Tiffin, Ohio the largest municipality in the county, is approximately 10 miles south west of Green Springs. Almost 80% of the county's total area is agricultural land. Some 10% is covered by forest, and the rest is mostly taken up by built-up areas and to a slightly lesser extent by pastureland.

TRANSPORTATION:

Tiffin has one airport, Tiffin Metro Airport (K16G). Tiffin is currently on 11 state routes, as well as U.S. Route 224, which skirts the city's southern edge. Tiffin is located on the southern terminus of Northern Ohio and Western Railway. CSX operates a busy line that travels east and west through the city. The city is still a very busy rail hub for CSX because of its closeness to CSX's Willard Yard and the "Iron Triangle" in Fostoria.

Green Springs, the nearest village to the property, is located in the north eastern part of the county and is reached via the interstate I-80 approximately 20 miles to the north and interstate route 224 is approximately 15 miles to its south. Subject property is easily accessed by county route 101 to the south and east of the property and county route 53 to the west

NEIGHBORHOOD DESCRIPTION:

It is largely a rural area surrounded by mostly agricultural uses. There are several residential properties near the subject site.

ZONING:

Pleasant Valley Township is zoned primarily as agricultural. There are areas zoned Industrial around the community of Old Fort.


















UTILITIES AND SERVICES:

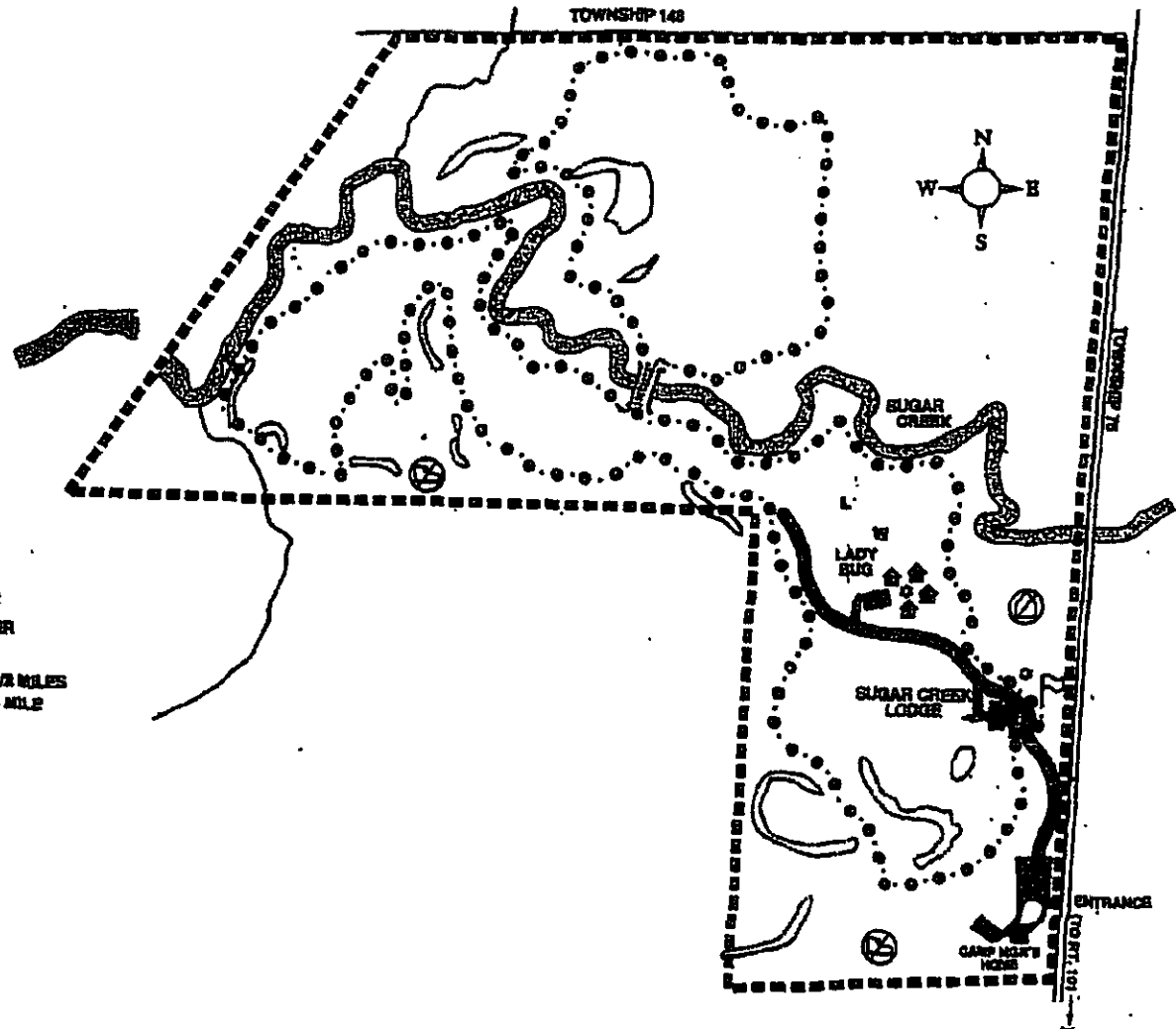
Seneca County is serviced by the North Central Electric Cooperative and provides for Camp Pleasant Valley's energy needs. Columbia Gas of Ohio is the natural gas provider for Seneca County. There is limited municipal water and sewer. 50% of the county's residents utilize well water and septic systems as does this property.

SITE MAP

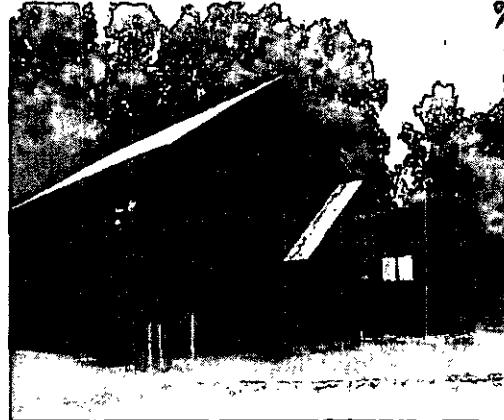
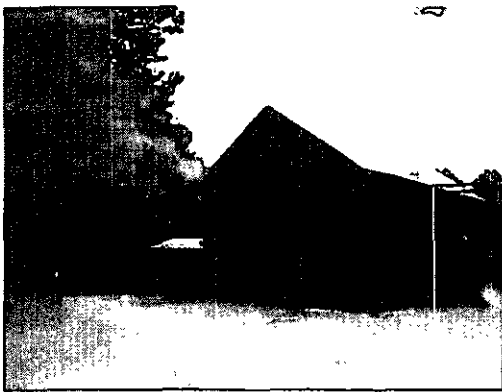
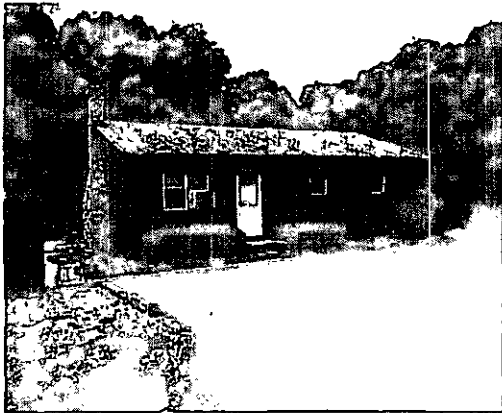
PLEASANT VALLEY PROGRAM CENTER TRAILS & FACILITIES

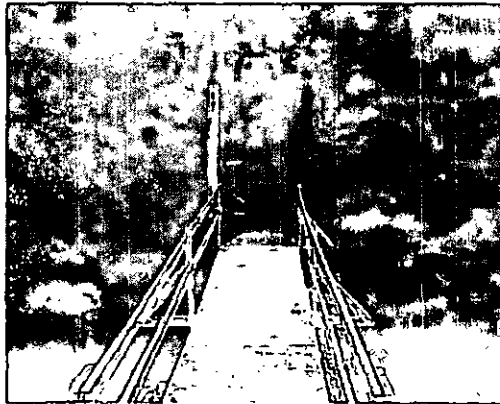
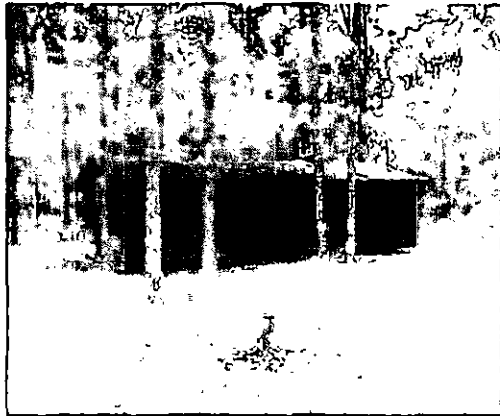
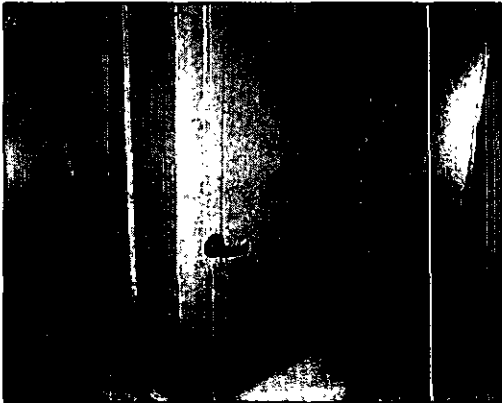
CAMP PLEASANT VALLEY LEGEND (1987)

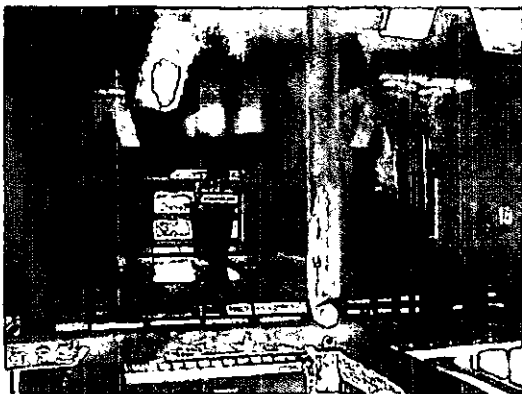
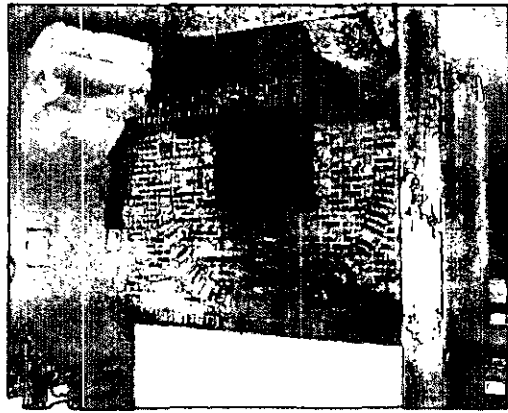
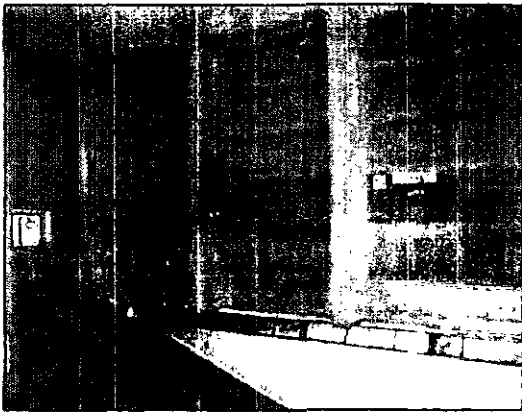
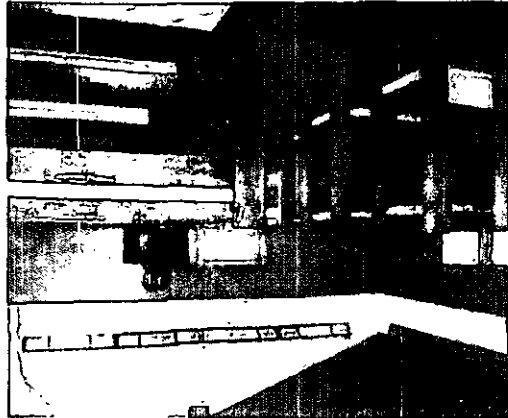
-  ROAD
-  RIVER
-  SEASONAL STREAM
-  BRIDGE
-  SEASONAL STANDING WATER
-  HARD TOP SEASONAL SHELTER
-  SUGAR CREEK TRAIL
-  SOUTH LOOP - APPROX. 1-1/2 MILES
-  NORTH LOOP - APPROX. 3/4 MILE
-  LATRINE
-  FLAGPOLE
-  FIRE CIRCLE
-  WATER
-  DUMPSTER
-  PARKING
-  NO TENT STAKES, THIS AREA
-  NO HIKING ON SLOPES
STAY ON TRAILS PLEASE











CAMP PLEASANT VALLEY

RESPONSE INSTRUCTIONS, GENERAL TERMS & CONDITIONS

Response to request for proposal due date:

It is the intention of Girl Scouts of North East Ohio to have an ongoing bid process. Since Girl Scouts of North East Ohio may accept any Response at any time, Respondents are encouraged to submit their Responses as soon as possible.

Request for Proposal (RFP) Process:

If at any time during the process, Girl Scouts of North East Ohio receives a response which is acceptable, Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to request their last and best offer before formally accepting any Response. Please indicate in your response the expiration of the proposal. Initial evaluation of proposals may begin after January 31st.

1 Electronic Copy to: Properties@gsneo.org

And Deliver 15 copies of all sealed bids to:

Girl Scouts of North East Ohio
CAMP PLEASANT VALLEY
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
(330)864-9933

NOTICES

Corrections and Supplements:

Respondents are hereby advised that corrections and supplements to the materials in the RFP information package may be issued by Girl Scouts of North East Ohio. Please also be advised that it is the Respondent's responsibility to contact Girl Scouts of North East Ohio for such corrections and supplements and to review same prior to submitting a Response. Girl Scouts of North East Ohio expressly disclaim any liability to the Respondent and each party comprising the Respondent for the Respondent's failure to review any corrections and supplements to the Response materials prior to the submission of a Response.

Respondents are further notified that Girl Scouts of North East Ohio expressly disclaim any obligation to inform Respondents of any change to any information which may be furnished to Respondents in connection with this RFP.

RFP Evaluation:

Girl Scouts of North East Ohio reserves the right at all times to reject any and all submitted Responses for any reason notwithstanding that a particular Response may contain the highest cash value among those received and meets all the terms and conditions of these instructions. Girl Scouts of North East Ohio also reserves the right to accept such Responses as Girl Scouts of North East Ohio determines

preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response specified a higher cash value. Girl Scouts of North East Ohio also reserves the right at all times to waive any or all technical defects in any Responses. The RFP process may be terminated or modified without notice at any time. Girl Scouts of North East Ohio also reserves the right to contact any interested party at any time to request a "Final and Best Offer" from one or more interested parties or otherwise request that a Respondent clarify, change, or increase its offer.

Errors and Omissions:

Neither Girl Scouts of North East Ohio, nor any of their respective salespersons, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the materials included in the request for proposal package, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise for any reason relating to these materials or information relating to any of these materials. **Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.**

CAMP PLEASANT VALLEY

GENERAL TERMS AND CONDITIONS

A. Definitions:

As used in these RFP instructions and General Terms and Conditions, these terms have the following meanings:

"Response Instructions" - These RFP instructions and General Terms and Conditions.

"RFP Information Package" - These materials and documents.

"Girl Scouts of North East Ohio" - Girl Scouts of North East Ohio

"Property" - CAMP PLEASANT VALLEY

B. General Information:

Girl Scouts of North East Ohio is offering the property for sale in accordance with the terms of these RFP instructions. Each Respondent must be financially capable of performing the Respondent's obligations outlined in the response to the RFP.

C. Non-Discrimination:

The property is available for sale through this RFP to qualified Respondents without regard to a prospective Respondent's race, physical handicap, color, religion, sex, marital status, or national origin.

D. As is, Where is Sale/Information/Reservation of Rights:

A Respondent must receive a RFP package in order to participate in the RFP. **MATERIALS PROVIDED FOR RESPONDENTS ARE FOR INFORMATION PURPOSES ONLY, MAY NOT BE RELIED UPON, AND DO NOT CONSTITUTE A REPRESENTATION OF WARRANTY BY GIRL SCOUTS OF NORTH EAST OHIO THAT THE INFORMATION CONTAINED THEREIN IS ACCURATE OR COMPLETE.** All square footages, dimensions, or other measurements relating to the Property are approximate and may not be relied upon.

The Property is being offered in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS" and the successful Respondent will only be allowed a reasonable contingent inspection period. The Respondent is encouraged to inspect the physical condition of the Property and to investigate all other matters deemed pertinent by the Respondent prior to the submission of a Response on the Property, and to verify independently all information made available to the Respondent.

In addition, the Property is available for a visual on-site inspection by the Respondent and the Respondent's consultants at various times by making prior arrangements with Jim Kananen, Director of Properties or Mary Gahres, Office Manager of GIRL SCOUTS OF NORTH EAST OHIO. The Respondent shall not physically disrupt or otherwise alter the soil or any improvements situated in, on, or about the Property, without the express prior written consent of Girl Scouts of North East Ohio, which consent may be withheld in Girl Scouts of North East Ohio sole and absolute discretion.

Girl Scouts of North East Ohio may reserve the right in its sole and absolute discretion, to retain all mineral rights, including current royalties, on the property.

E. Sequence of Events:

Respondent Review/Analysis: A Respondent must perform any review/analysis required by the Respondent prior to the submission of a response or specifically list contingency items and time periods in the response.

Timely Delivery of Response: Since Girl Scouts of North East Ohio may accept a Response at any time. Respondents are encouraged to submit their Responses as soon as possible. Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to make their last and best offer before formally accepting any Response.

Evaluation Criteria: All Responses will be evaluated by Girl Scouts of North East Ohio, based upon criteria relevant to Girl Scouts of North East Ohio in its sole and absolute discretion. Among some of those criteria deemed relevant, (but not necessarily determinative) are the following:

1. The highest net cash value to Girl Scouts of North East Ohio.
2. Ability to complete a transaction a reasonable time frame.
3. Demonstration of the Respondent's financial capability to consummate the transaction.

Reservation of Rights: Girl Scouts of North East Ohio reserves the right, in its sole and absolute discretion, to reject, counter, or request "Best and Final Offer" from any interested parties as Girl Scouts of North East Ohio deems desirable. Girl Scouts of North East Ohio reserves the right to reject all Responses regardless of their terms and conditions for any reason. Girl Scouts of North East Ohio also reserves the right to accept such Response or Responses as Girl Scouts of North East Ohio determines preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response for the Property specified a cash value higher than the accepted Response.

Girl Scouts of North East Ohio may reserve the right in its sole and absolute discretion, to retain all mineral rights, including current royalties, on the property.

The property may also be withdrawn for sale at any time and for any reason.

F. Number of Offers:

Respondents may submit more than one offer or variations of an offer that include different terms (i.e. one purchase price with no contingencies and one purchase price with contingencies; or one cash offer and one phased purchase).

G. Cooperating Broker Participation:

All Respondents represented by a Buyers Broker are responsible for the commission to the Buyers Broker. Girl Scouts of North East Ohio will not recognize any broker or consultant.

H. Final Approval:

The agreement is subject to the final approval of Girl Scouts of North East Ohio, Board of Directors.

I. Submission of Responses:

All Responses must be submitted in sealed envelopes. All Responses must be submitted to GIRL SCOUTS OF NORTH EAST OHIO, "CAMP PLEASANT VALLEY", ATTENTION: MARY GAHRES/JIM KANANEN, ONE GIRL SCOUT WAY, MACEDONIA, OH 44056 and electronically to: Properties@gsneo.org.

Each Response must contain a signed, original Response Form fully executed by the Respondent.

CAMP PLEASANT VALLEY

RESPONSE FORM

This Response Form is for use in responding on CAMP PLEASANT VALLEY which is being offered for sale by Girl Scouts of North East Ohio in accordance with the General Terms and Conditions. All Responses must be submitted to Girl Scouts of North East Ohio, "CAMP PLEASANT VALLEY", ATTENTION: Mary Gahres/Jim Kananen and electronically to Properties@gsneo.org.

To: Girl Scouts of North East Ohio
"CAMP PLEASANT VALLEY"
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
and
Electronically: Properties@gsneo.org

To Whom it May Concern:

The undersigned hereby submits the following Response in accordance with the Request for Response instructions and General Terms and Conditions (the "RFP") contained in the Request for Proposal. Capitalized Terms used in this RFP and not defined here have the meanings given to them in the RFP instructions.

1. Name of Respondent:

2. Identify type of legal entity of the Respondent and each party comprising the Respondent (e.g. Individual, Corporation, Partnership, Trust, etc.):

3. The Respondent's address for notices and telephone, facsimile numbers and e-mail addresses:

4. Name, title, address, telephone, facsimile numbers and e-mail addresses for the Respondent's contact person:

5. Sale price (including how payable):

6. Sale terms, conditions, and contingencies (including specific dates):

7. Conceptual development plan of site and intended use:

8. Name, title, address, telephone, fax numbers and e-mail addresses for Respondent's attorney and accountant, if applicable.

9. The Respondent hereby submits with this Response the following items:

- a. This originally signed Response Form fully executed by the Respondent.
- b. Demonstration of Respondent's financial capabilities to complete its obligations under the sale.
- c. Time period that the offer remains valid.

10. The Respondent acknowledges it is **not** relying on any legal or tax advice from the Girl Scouts of North East Ohio or any of their respective brokers (and their agents), employees, officers, directors, representatives, agents, attorneys, accountants, or consultants in connection with the transaction contemplated in this Response. The Respondent acknowledges and agrees to its receipt and review in its entirety of the RFP instructions, general terms and conditions and response form prior to the submission of this Response.

11. The Respondent understands that the Property or any portion of the Property may be withdrawn at any time for any reason including after receipt of responses.

12. The Respondent represents and warrants that the execution and delivery of this Response Form and all other required documentation by the Respondent and each Party comprising the Respondent, or who executes this Response Form on behalf of the Respondent has been authorized by any and all necessary action by the Respondent and each party comprising the Respondent. The Respondent further represents and warrants, for itself and on behalf of the equity partners or investors whose financial statements are being submitted with this Response Form that all financial statements being submitted with this Response Form present an accurate picture of the financial condition and income of the subject thereof, as of the date given, and that as of such date, such financial statements do not contain any untrue statement of a material fact nor do they omit to state a material fact required to be stated therein or necessary to make such financial statements not misleading.

13. Girl Scouts of North East Ohio, nor any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy of completeness of the materials included in the RFP, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio, or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise by any reason relating to these materials or information relating to any of these materials. Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.

IN WITNESS WHEREOF, the undersigned hereby submits this Response

"RESPONDENT"

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



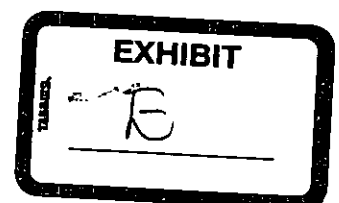
REQUEST FOR PROPOSAL

To Purchase

CAMP LEJNAR

PAINESVILLE, OHIO

December 2011



CAMP LEJNAR

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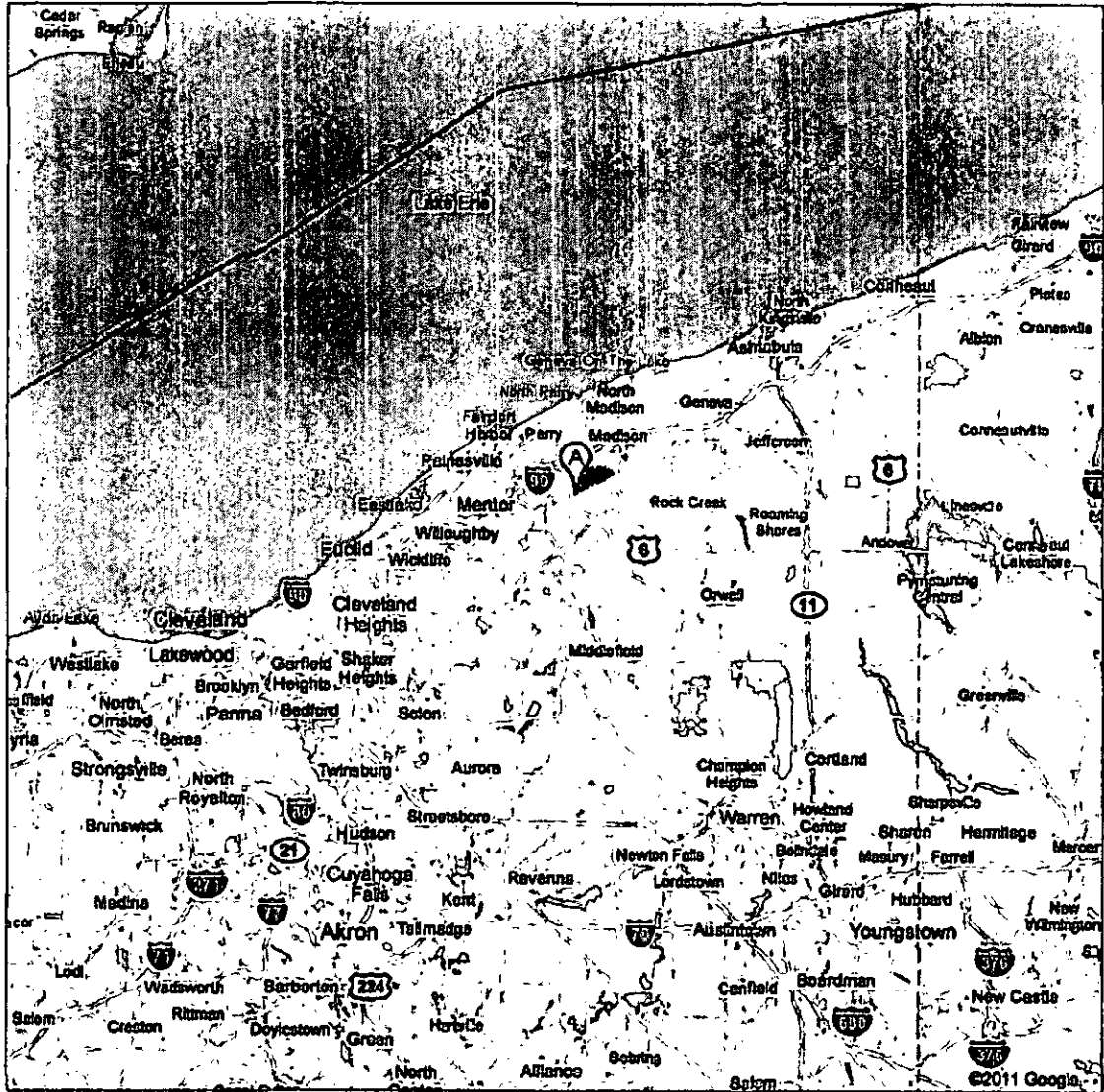
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CAMP LEJNAR

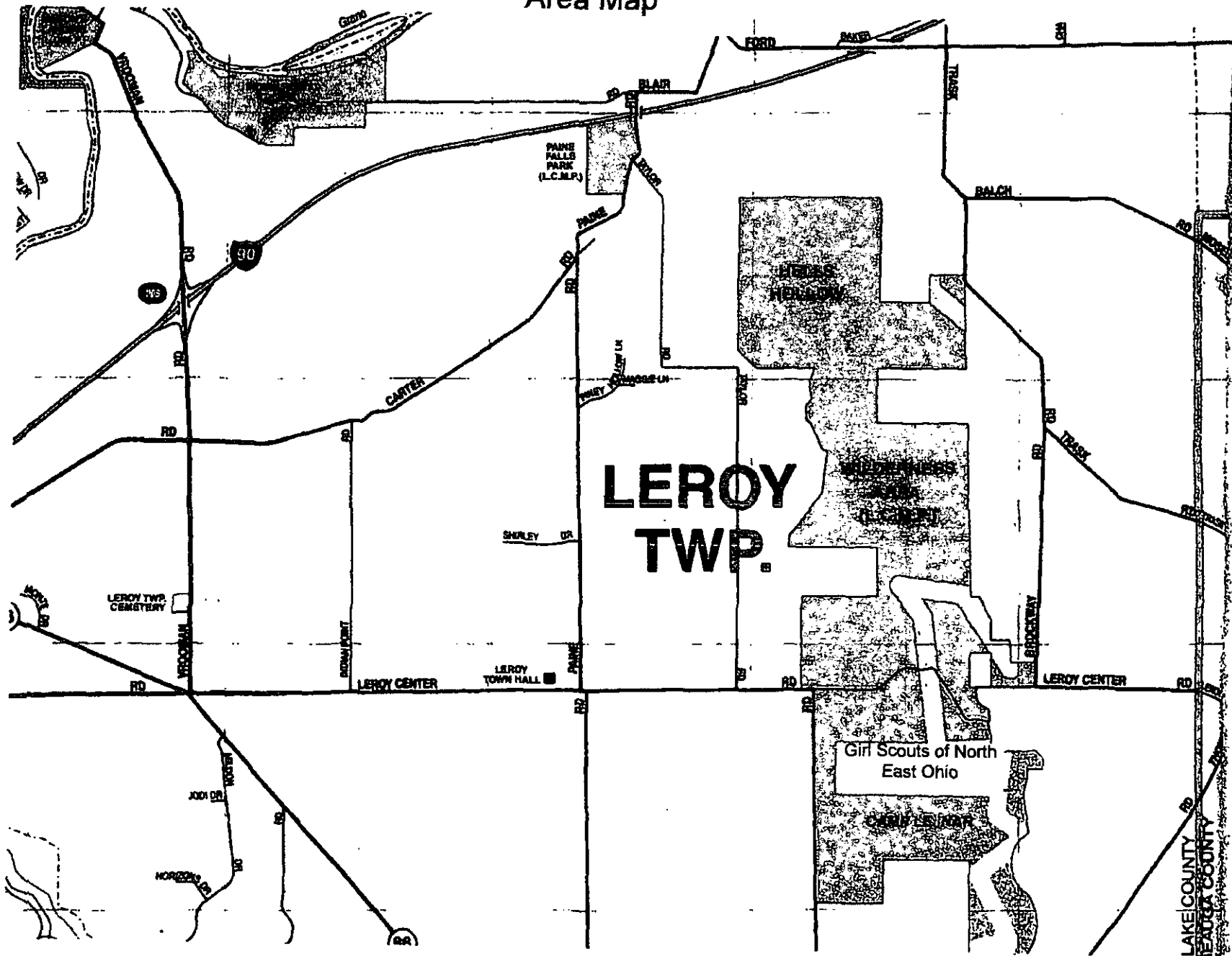
SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Owner's Name:	Girl Scouts of North East Ohio
Type of Property:	Not-For-Profit Camp
Property Address:	6881 Kniffen Road Painesville, OH 44077
Project Name:	Camp Lejnar
Permanent Parcel Numbers:	07A008A000020 07A008A000030 07A008A000040 07A008A000050 07A008A000060 07A008C000050 07A008C000060 07A008C000070 07A0100000020
Site Size:	427 Acres
Zoning:	R-1, single Family Residential
Utilities:	Electric
Private:	Well water, septic systems and wastewater treatment facility.
Improvement Data:	5 main structures, primitive campsites + hiking trails

REGIONAL MAP



Area Map



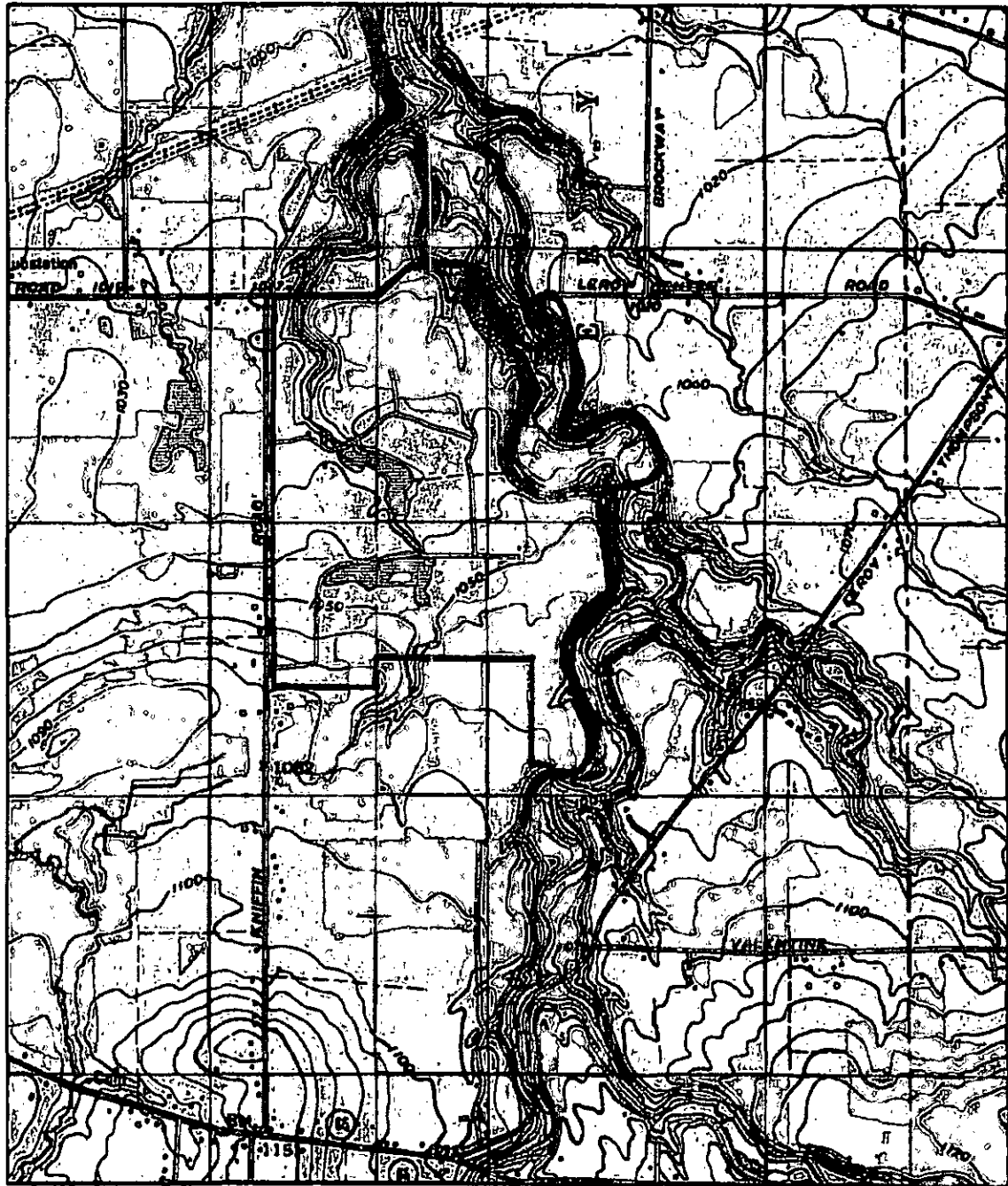
Property lines are graphic representations and are not survey accurate. Lake County assumes no responsibility for the information contained on this page. Questions may be directed to the Tax Map Office (440) 350-2501.

CAMP LEJNAR

SITE DATA ANALYSIS

Location:	The property represents ten parcels of land with frontage on two different roadways and when assembled, form CAMP LEJNAR. The property is located at 6881 Kniffen Road, Painesville, OH 44077
Area:	Camp Lejnar is comprised of 427.6 acres
Access:	The property is situated on south east corner of the intersection of Leroy Center Road and Kniffen Road in Leroy Township, in Lake County. The main access to the camp is located on Kniffen Road.
Shape/Dimensions:	The parcels are largely wooded with a rolling topography. The subject property is irregular in shape with a varied eastern property line and an irregular southern property line.
Flood Zone:	Most of the property is in a Flood Zone C, the area surrounding Paine Creek is a Flood Zone A, 100 year flood plain.
Proximity of Nuisances:	There are no other known nuisance factors which would affect the property. Additionally, no information has been provided which would indicate that any toxic waste or other substances have been introduced into the neighborhood and/or the property.
Structures:	There are numerous improvements made to the property including a lodge, single family residence, barn, cabins, trails, primitive camp sites, storage buildings and parking lots.
Utilities:	The subject site is outfitted with electricity, well water, waste water treatment facility and septic systems.

TOPOGRAPHICAL MAP

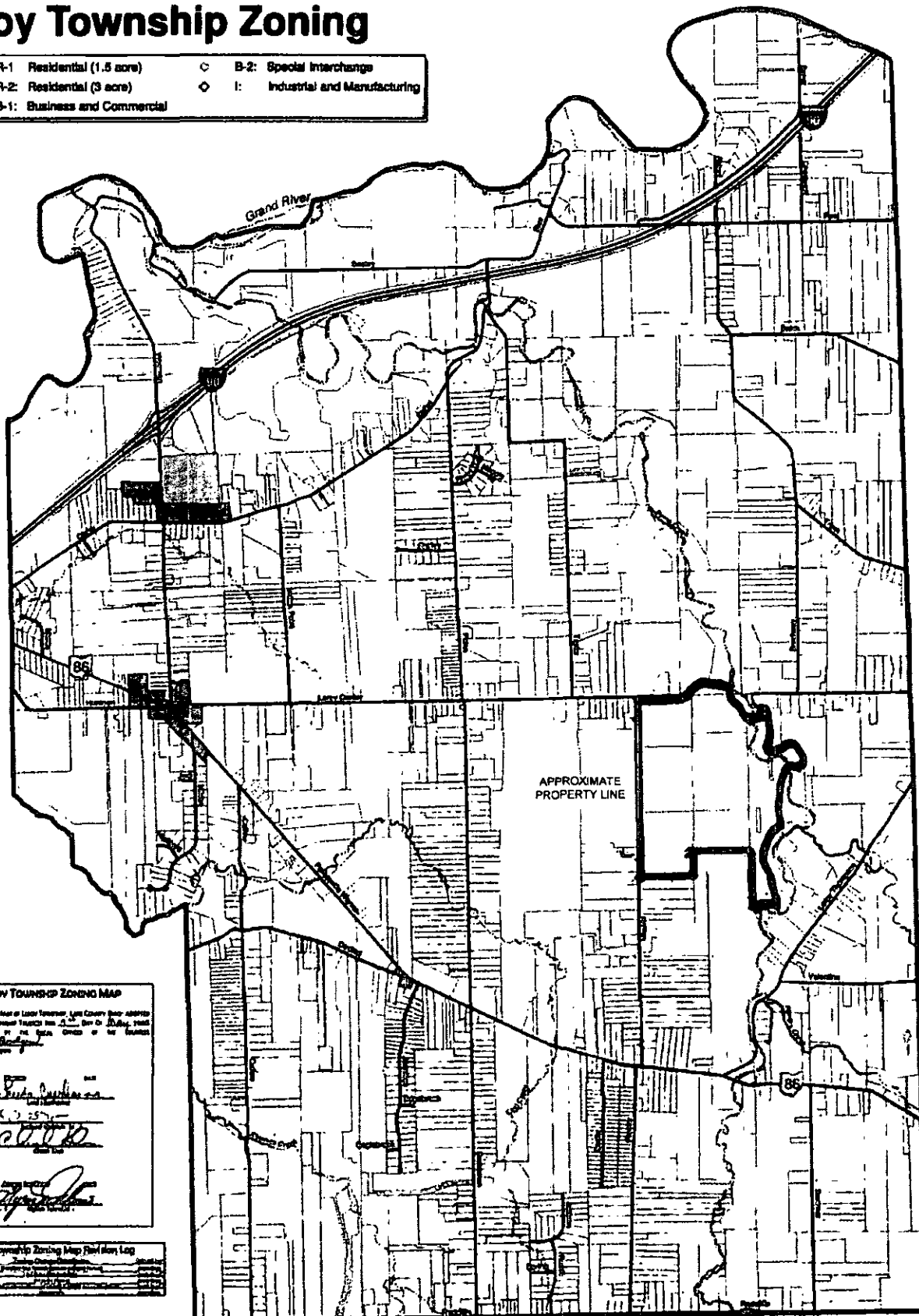


0 0.5 MI
0 2000 FT

Map provided by MyTopo.com

Leroy Township Zoning

- | | |
|--------------------------------|-----------------------------------|
| ◇ R-1 Residential (1.5 acre) | ◇ B-2: Special Interchange |
| ◇ R-2: Residential (3 acre) | ◇ I: Industrial and Manufacturing |
| ◇ B-1: Business and Commercial | |



LEROV TOWNSHIP ZONING MAP

APPROVED FOR THE BOARD OF LEROV TOWNSHIP, LEROV COUNTY, MISSOURI, BY THE BOARD OF LEROV TOWNSHIP, LEROV COUNTY, MISSOURI, ON 11/11/10.

APPROVED BY THE BOARD OF LEROV TOWNSHIP, LEROV COUNTY, MISSOURI, ON 11/11/10.

[Signature]

[Signature]

Leroy Township Zoning Map Revision Log

Revision	Date	Description
1	11/11/10	Initial Map

0 1,000 2,000 4,000 8,000 Feet

CAMP LEJNAR

LOCATION AND NEIGHBORHOOD

Lake County is located in Northeastern Ohio, with a population of 230,041 (2010 Census) and a land area of 232 square miles. Although geographically the smallest of Ohio's 88 Counties, it is currently rank 11th in population and continues to be among Ohio's fastest growing! It is bordered by Lake Erie to the northwest with 31 miles of shoreline, Cuyahoga County to the west, Geauga County to the South and Ashtabula to the east. Painesville, the county seat, is approximately 10 miles north of the subject property. It is part of the Greater Cleveland SMSA which covers four counties, Cuyahoga, Lake, Geauga and Medina.

TRANSPORTATION:

The area supports an extensive system of interstate highways and freeways. Interstates 271 and 90 are convenient to the subject location. I-90 provides direct access also to the central portion of the City of Cleveland and Mentor.

Due to the close proximity to Cleveland, there are numerous freight carriers available including rail service.

Airport facilities are available within close proximity of the county, Cleveland Hopkins International Airport is 45 miles to the west and Akron/Canton Regional Airport is 72 miles south of the subject property.

The quality of the roadway systems, ease of access and the size and quality of the airports provide good accessibility to the Lake County area.

NEIGHBORHOOD DESCRIPTION:

The neighborhood is overwhelmingly rural residential and agricultural in nature, with some commercial uses interspersed at the intersection of Leroy Center/Huntoon and State Route 86. The immediate neighborhood, adjacent to the subject property on the east, includes the 783 acre Hell Hollow Wilderness Area which is part of the Lake Metroparks system.

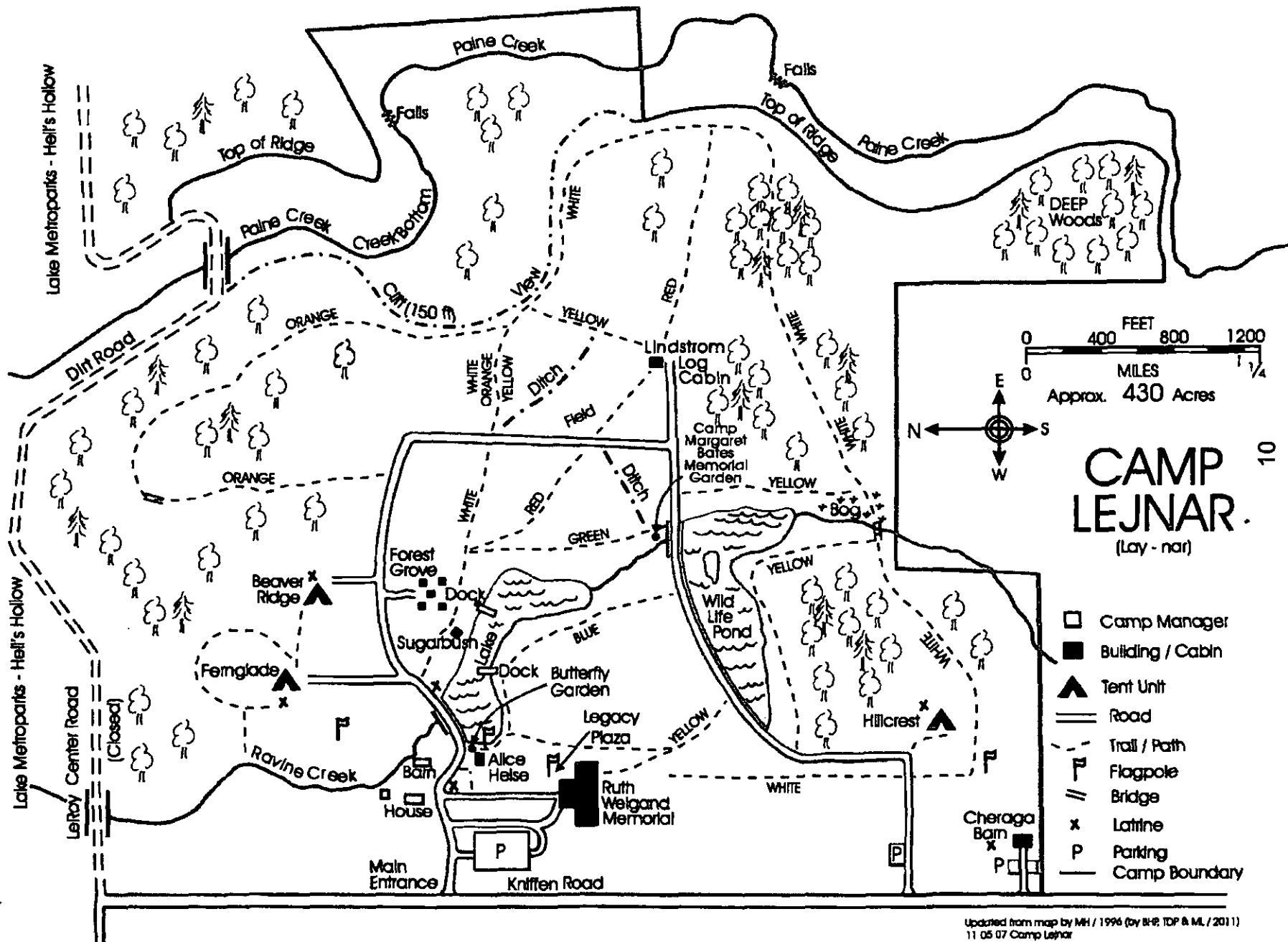
ZONING:

Leroy Township is in an area zoned R-1, Single Family Residential. The R-1 district allows for single family residential uses as well as some public service type uses. The current use as a girl scout camp is conditionally permitted.

UTILITIES AND SERVICES:

Leroy County as a whole is serviced by either private or public systems. Leroy Township is serviced by a county water and sewer plant, however private well and septic systems prevail in this area. Electricity is provided to the region by the Cleveland Electric Illuminating (First Energy), natural gas from Dominion East Ohio Gas Company.

SITE SKETCH



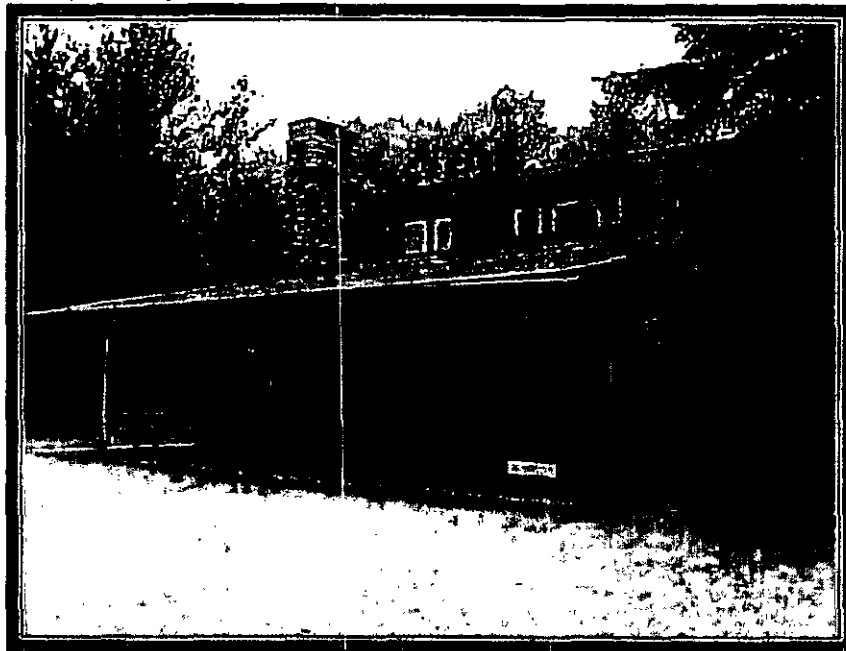
Updated from map by MH / 1996 (by BHP, TDP & ML / 2011)
11 05 07 Camp Lehigh

PHOTOGRAPHS

ALICE HEISE



ALICE HEISE



PHOTOGRAPHS

LAKE

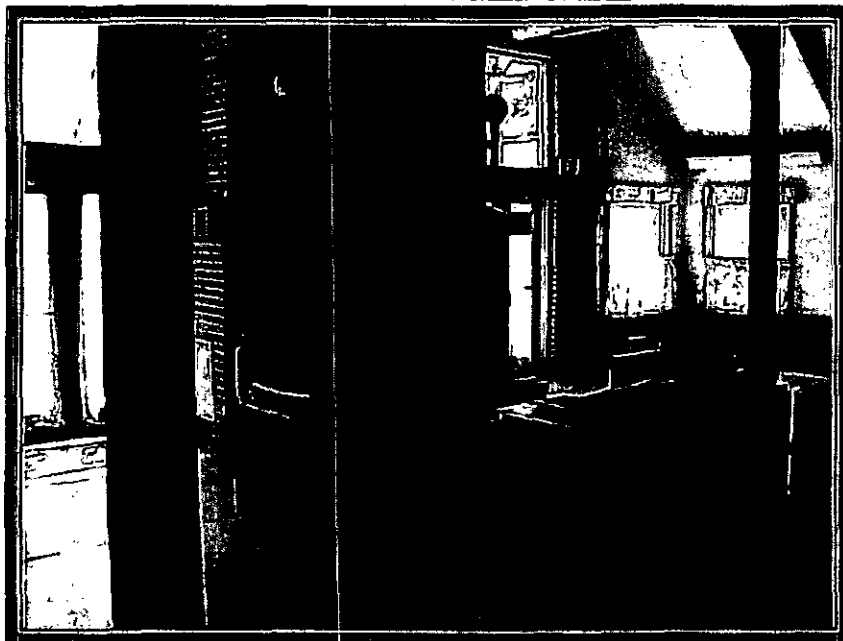


OLDER BARN

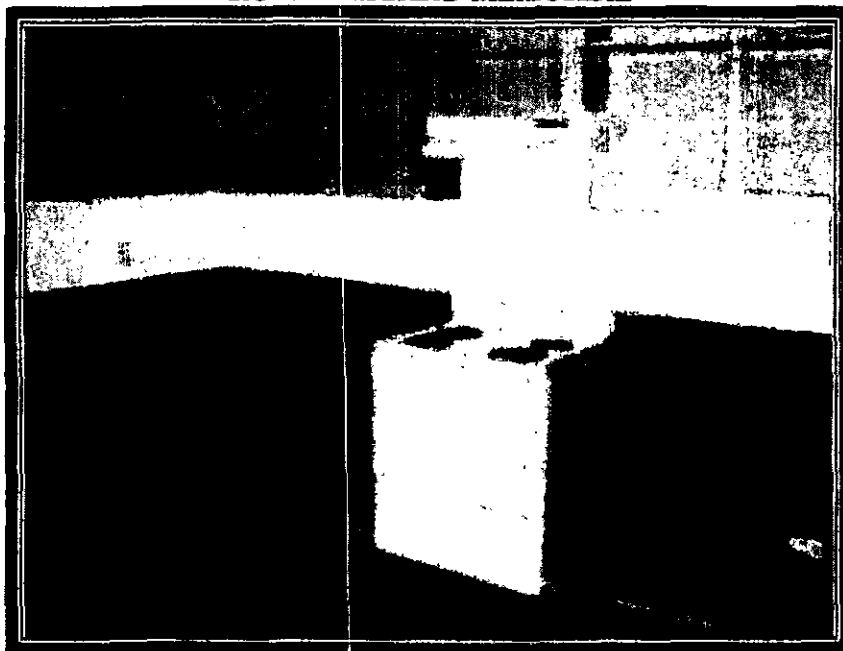


PHOTOGRAPHS

RUTH WEIGAND MEMORIAL

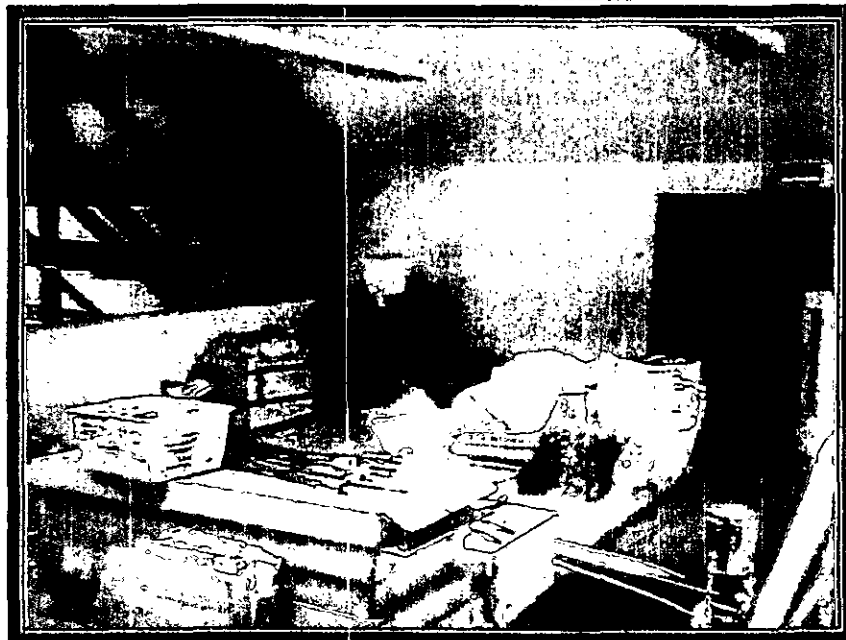


RUTH WEIGAND MEMORIAL



PHOTOGRAPHS

RUTH WEIGAND MEMORIAL

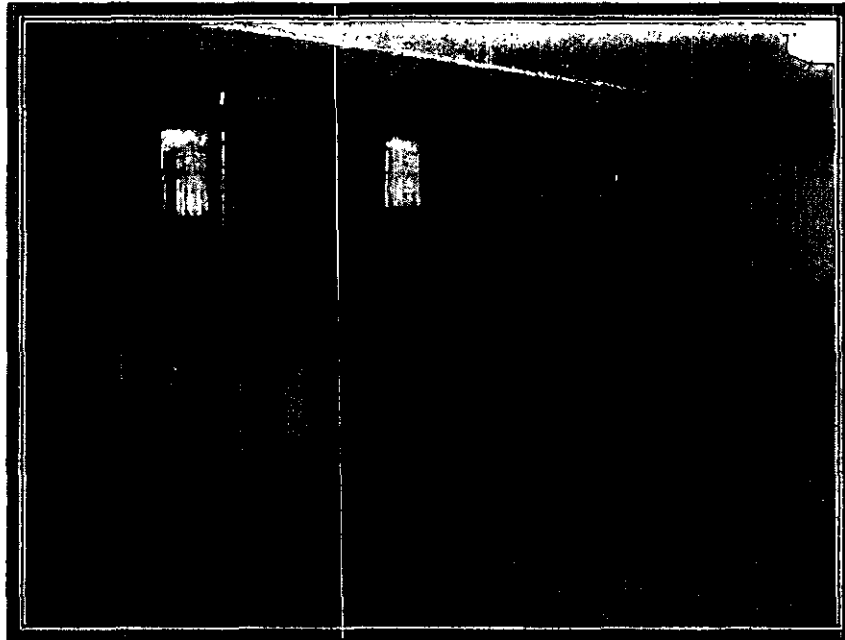


RUTH WEIGAND MEMORIAL

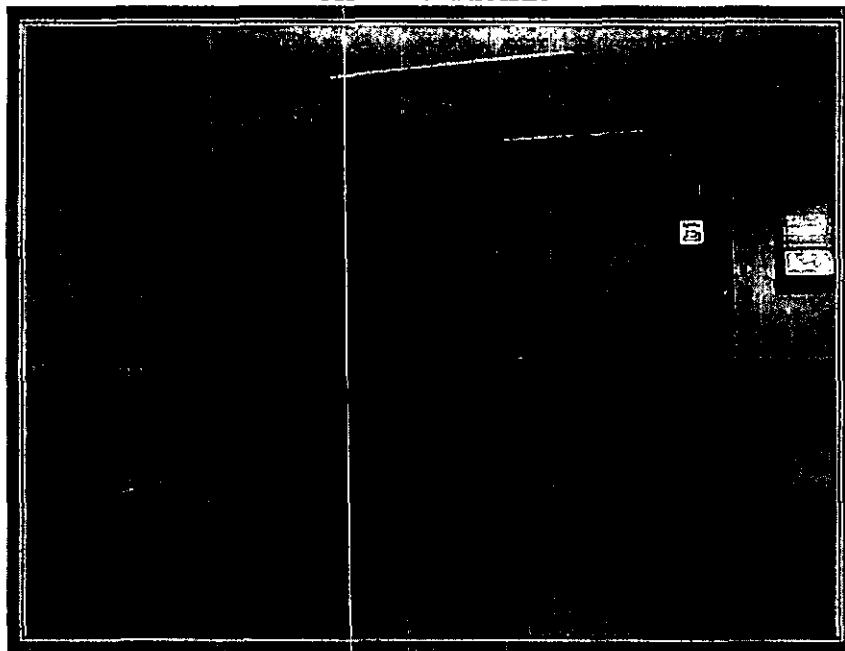


PHOTOGRAPHS

CHERAGA BARN

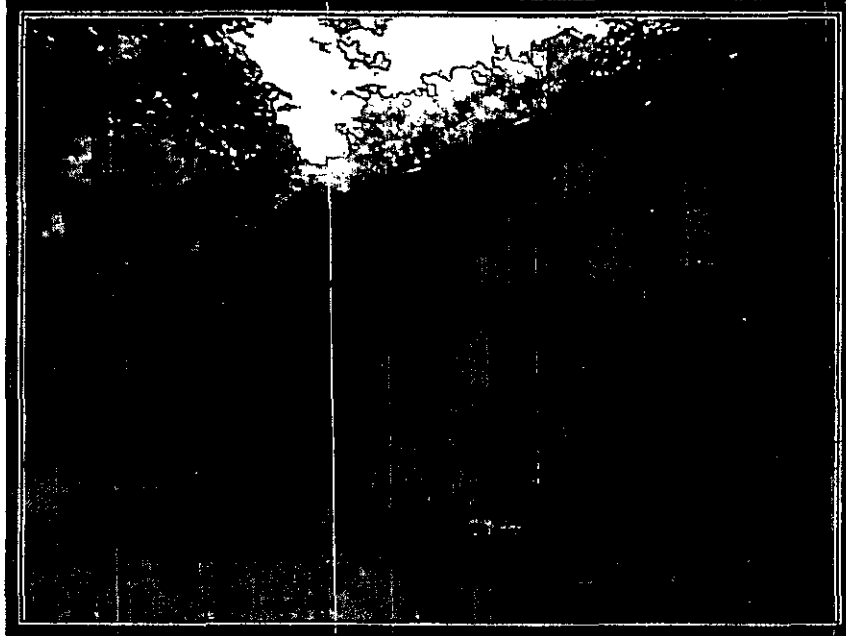


CHERAGA BARN



PHOTOGRAPHS

CHERAGA BARN

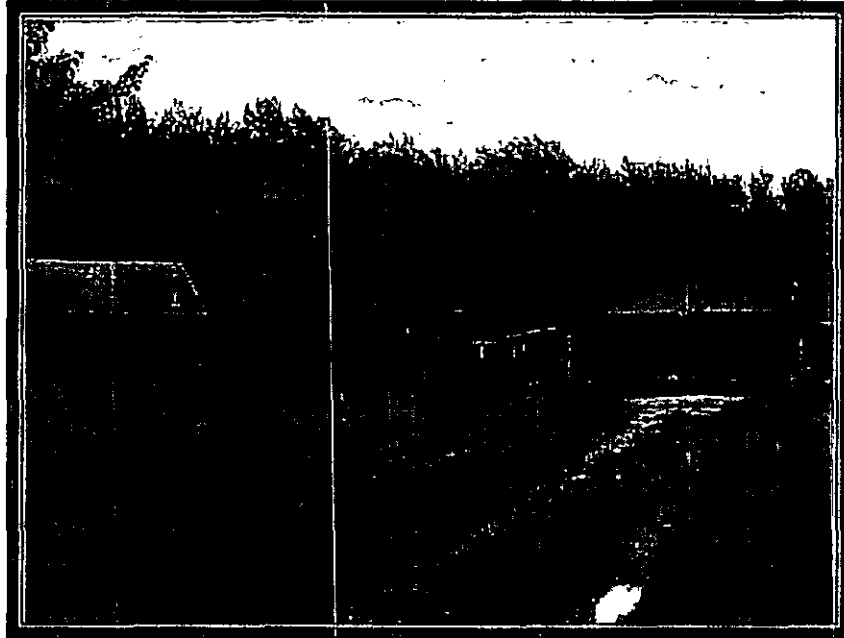


HILLCREST

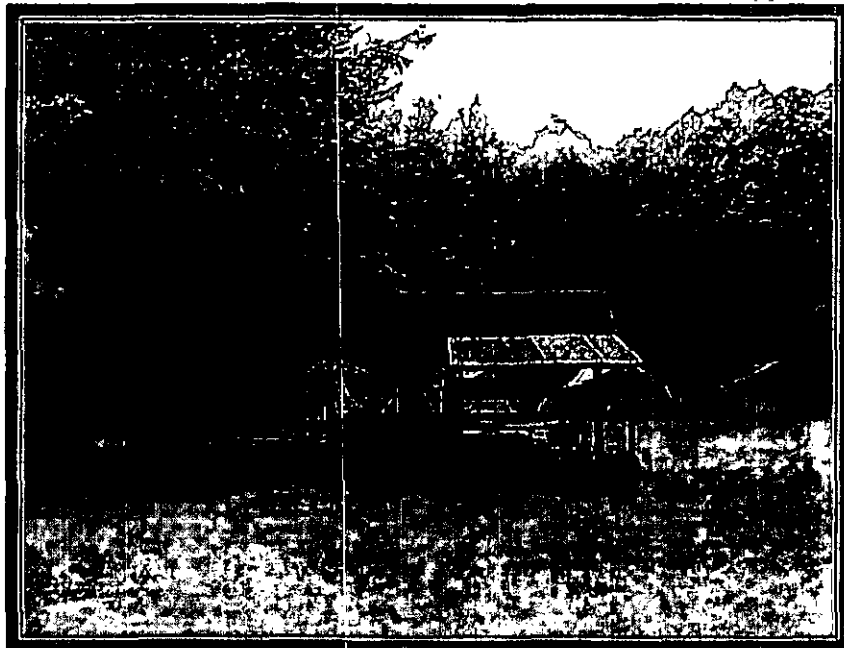


PHOTOGRAPHS

FOREST GROVE



BEAVER RIDGE



PHOTOGRAPHS

SUBJECT VIEW



SUBJECT VIEW



PHOTOGRAPHS

OLDER BARN



SUBJECT VIEW

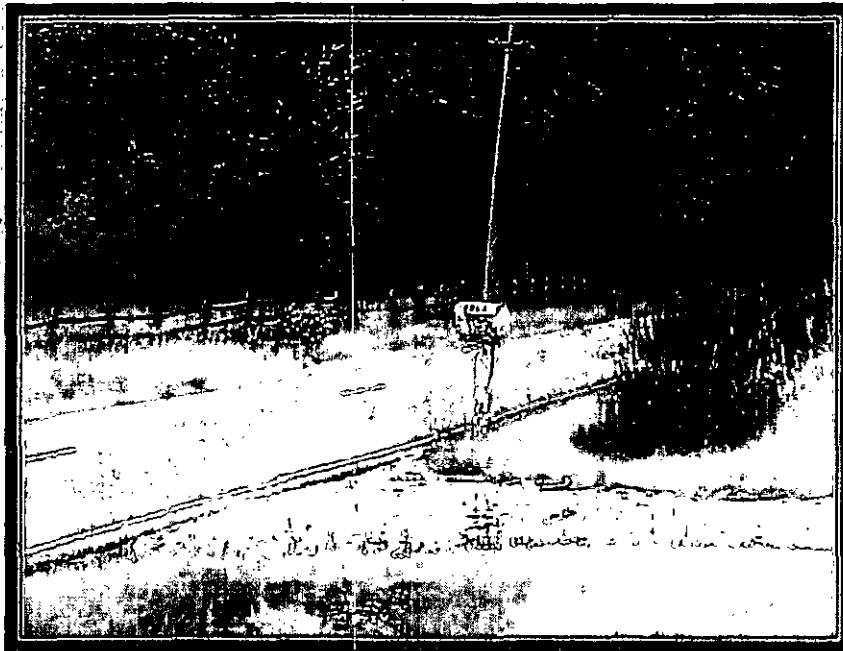


PHOTOGRAPHS

STREET SCENE



STREET SCENE



CAMP LEJNAR

RESPONSE INSTRUCTIONS, GENERAL TERMS & CONDITIONS

Response to request for proposal due date:

It is the intention of Girl Scouts of North East Ohio to have an ongoing bid process. Since Girl Scouts of North East Ohio may accept any Response at any time, Respondents are encouraged to submit their Responses as soon as possible.

Request for Proposal (RFP) Process:

If at any time during the process, Girl Scouts of North East Ohio receives a response which is acceptable, Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to request their last and best offer before formally accepting any Response. Please indicate in your response the expiration of the proposal. Initial evaluation of proposals may begin after January 31, 2012.

1 Electronic Copy to: Properties@gsneo.org

And Deliver 15 copies of all sealed bids to:

Girl Scouts of North East Ohio
CAMP LEJNAR
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
(330)864-9933

NOTICES

Corrections and Supplements:

Respondents are hereby advised that corrections and supplements to the materials in the RFP information package may be issued by Girl Scouts of North East Ohio. Please also be advised that it is the Respondent's responsibility to contact Girl Scouts of North East Ohio for such corrections and supplements and to review same prior to submitting a Response. Girl Scouts of North East Ohio expressly disclaim any liability to the Respondent and each party comprising the Respondent for the Respondent's failure to review any corrections and supplements to the Response materials prior to the submission of a Response.

Respondents are further notified that Girl Scouts of North East Ohio expressly disclaim any obligation to inform Respondents of any change to any information which may be furnished to Respondents in connection with this RFP.

RFP Evaluation:

Girl Scouts of North East Ohio reserves the right at all times to reject any and all submitted Responses for any reason notwithstanding that a particular Response may contain the highest cash value among

those received and meets all the terms and conditions of these instructions. Girl Scouts of North East Ohio also reserves the right to accept such Responses as Girl Scouts of North East Ohio determines preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response specified a higher cash value. Girl Scouts of North East Ohio also reserves the right at all times to waive any or all technical defects in any Responses. The RFP process may be terminated or modified without notice at any time. Girl Scouts of North East Ohio also reserves the right to contact any interested party at any time to request a "Final and Best Offer" from one or more interested parties or otherwise request that a Respondent clarify, change, or increase its offer.

Errors and Omissions:

Neither Girl Scouts of North East Ohio, nor any of their respective salespersons, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the materials included in the request for proposal package, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise for any reason relating to these materials or information relating to any of these materials. **Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.**

CAMP LEJNAR

GENERAL TERMS AND CONDITIONS

A. Definitions:

As used in these RFP instructions and General Terms and Conditions, these terms have the following meanings:

"Response Instructions" - These RFP instructions and General Terms and Conditions.

"RFP Information Package" - These materials and documents.

"Girl Scouts of North East Ohio" - Girl Scouts of North East Ohio

"Property" - CAMP LEJNAR

B. General Information:

Girl Scouts of North East Ohio is offering the property for sale in accordance with the terms of these RFP instructions. Each Respondent must be financially capable of performing the Respondent's obligations outlined in the response to the RFP.

C. Non-Discrimination:

The property is available for sale through this RFP to qualified Respondents without regard to a prospective Respondent's race, physical handicap, color, religion, sex, marital status, or national origin.

D. As is, Where is Sale/Information/Reservation of Rights:

A Respondent must receive a RFP package in order to participate in the RFP. **MATERIALS PROVIDED FOR RESPONDENTS ARE FOR INFORMATION PURPOSES ONLY, MAY NOT BE RELIED UPON, AND DO NOT CONSTITUTE A REPRESENTATION OF WARRANTY BY GIRL SCOUTS OF NORTH EAST OHIO THAT THE INFORMATION CONTAINED THEREIN IS ACCURATE OR COMPLETE.** All square footages, dimensions, or other measurements relating to the Property are approximate and may not be relied upon.

The Property is being offered in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS" and the successful Respondent will only be allowed a reasonable contingent inspection period. The Respondent is encouraged to inspect the physical condition of the Property and to investigate all other matters

deemed pertinent by the Respondent prior to the submission of a Response on the Property, and to verify independently all information made available to the Respondent.

In addition, the Property is available for a visual on-site inspection by the Respondent and the Respondent's consultants at various times by making prior arrangements with Jim Kananen, Director of Properties or Mary Gahres, Office Manager of GIRL SCOUTS OF NORTH EAST OHIO. The Respondent shall not physically disrupt or otherwise alter the soil or any improvements situated in, on, or about the Property, without the express prior written consent of Girl Scouts of North East Ohio, which consent may be withheld in Girl Scouts of North East Ohio sole and absolute discretion.

Girl Scouts of North East Ohio may reserve the right, in its sole and absolute discretion, to retain all mineral rights, including current royalties, on the property.

E. Sequence of Events:

Respondent Review/Analysis: A Respondent must perform any review/analysis required by the Respondent prior to the submission of a response or specifically list contingency items and time periods in the response.

Timely Delivery of Response: Since Girl Scouts of North East Ohio may accept a Response at any time. Respondents are encouraged to submit their Responses as soon as possible. Girl Scouts of North East Ohio reserves the right to contact selected potential interested parties to make their last and best offer before formally accepting any Response.

Evaluation Criteria: All Responses will be evaluated by Girl Scouts of North East Ohio, based upon criteria relevant to Girl Scouts of North East Ohio in its sole and absolute discretion. Among some of those criteria deemed relevant, (but not necessarily determinative) are the following:

1. The highest net cash value to Girl Scouts of North East Ohio.
2. Ability to complete a transaction in reasonable time frame.
3. Demonstration of the Respondent's financial capability to consummate the transaction.

Reservation of Rights: Girl Scouts of North East Ohio reserves the right, in its sole and absolute discretion, to reject, counter, or request "Best and Final Offer" from any interested parties as Girl Scouts of North East Ohio deems desirable. Girl Scouts of North East Ohio reserves the right to reject all Responses regardless of their terms and conditions for any reason. Girl Scouts of North East Ohio also reserves the right to accept such Response or Responses as Girl Scouts of North East Ohio determines preferable due to whatever factors Girl Scouts of North East Ohio deems relevant even if a rejected Response for the Property specified a cash value higher than the accepted Response.

Girl Scouts of North East Ohio may reserve the right, in its sole and absolute discretion, to retain all mineral rights, including current royalties, on the property.

The property may also be withdrawn for sale at any time and for any reason.

F. Number of Offers:

Respondents may submit more than one offer or variations of an offer that include different terms (i.e. one purchase price with no contingencies and one purchase price with contingencies; or one cash offer and one phased purchase).

G. Cooperating Broker Participation:

All Respondents represented by a Buyers Broker are responsible for the commission to the Buyers Broker. Girl Scouts of North East Ohio will not recognize any broker or consultant.

H. Final Approval:

The agreement is subject to the final approval of Girl Scouts of North East Ohio, Board of Directors.

I. Submission of Responses:

All Responses must be submitted in sealed envelopes. All Responses must be submitted to GIRL SCOUTS OF NORTH EAST OHIO, " CAMP LEJNAR", ATTENTION: MARY GAHRES/JIM KANANEN, ONE GIRL SCOUT WAY, MACEDONIA, OH 44056 and electronically to: Properties@gsneo.org.

Each Response must contain a signed, original Response Form fully executed by the Respondent.

CAMP LEJNAR

RESPONSE FORM

This Response Form is for use in responding on CAMP LEJNAR which is being offered for sale by Girl Scouts of North East Ohio in accordance with the General Terms and Conditions. All Responses must be submitted to Girl Scouts of North East Ohio, "CAMP LEJNAR", ATTENTION: Mary Gahres/Jim Kananen and electronically to Properties@gsneo.org.

To: Girl Scouts of North East Ohio
"CAMP LEJNAR"
ATTENTION: Mary Gahres/Jim Kananen
One Girl Scout Way
Macedonia, OH 44056
and
Electronically: Properties@gsneo.org

To Whom it May Concern:

The undersigned hereby submits the following Response in accordance with the Request for Response instructions and General Terms and Conditions (the "RFP") contained in the Request for Proposal. Capitalized Terms used in this RFP and not defined here have the meanings given to them in the RFP instructions.

1. Name of Respondent:

2. Identify type of legal entity of the Respondent and each party comprising the Respondent (e.g. Individual, Corporation, Partnership, Trust, etc.):

3. The Respondent's address for notices and telephone, facsimile numbers and e-mail address:

4. Name, title, address, telephone, facsimile numbers and e-mail address for the Respondent's contact person:

5. Sale price (including how payable):

6. Sale terms, conditions, and contingencies (including specific dates):

7. Conceptual development plan of site and intended use:

8. Name, title, address, telephone, fax numbers and e-mail address for Respondent's attorney and accountant, if applicable.

9. The Respondent hereby submits with this Response the following items:

- a. This originally signed Response Form fully executed by the Respondent.
- b. Demonstration of Respondent's financial capabilities to complete its obligations under the sale.
- c. Time period that the offer remains valid.

10. The Respondent acknowledges it is not relying on any legal or tax advice from the Girl Scouts of North East Ohio or any of their respective brokers (and their agents), employees, officers, directors, representatives, agents, attorneys, accountants, or consultants in connection with the transaction contemplated in this Response. The Respondent acknowledges and agrees to its receipt and review in its entirety of the RFP instructions, general terms and conditions and response form prior to the submission of this Response.

11. The Respondent understands that the Property or any portion of the Property may be withdrawn at any time for any reason including after receipt of responses.

12. The Respondent represents and warrants that the execution and delivery of this Response Form and all other required documentation by the Respondent and each Party comprising the Respondent, or who executes this Response Form on behalf of the Respondent has been authorized by any and all necessary action by the Respondent and each party comprising the Respondent. The Respondent further represents and warrants, for itself and on behalf of the equity partners or investors whose financial statements are being submitted with this Response Form that all financial statements being submitted with this Response Form present an accurate picture of the financial condition and income of the subject thereof, as of the date given, and that as of such date, such financial statements do not contain any untrue statement of a material fact nor do they omit to state a material fact

required to be stated therein or necessary to make such financial statements not misleading.

13. Girl Scouts of North East Ohio, nor any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, or consultants has made or makes any representation or warranty, expressed or implied, as to the accuracy of completeness of the materials included in the RFP, or in any material provided to a Respondent or any information relating thereto, and no legal commitment, obligation, or liability of Girl Scouts of North East Ohio, or any of their respective brokers, employees, officers, directors, representatives, agents, attorneys, accountants, consultants, successors, or assignees shall arise by any reason relating to these materials or information relating to any of these materials. Respondent also acknowledges that Respondent is not relying on information in the RFP and has performed its own due diligence.

IN WITNESS WHEREOF, the undersigned hereby submits this Response

"RESPONDENT"

By: _____

Name: _____

Title: _____

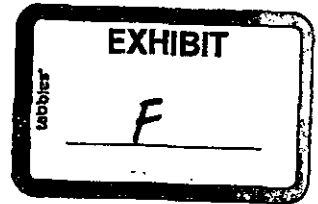
Date: _____

By: _____

Name: _____

Title: _____

Date: _____



----- Original Message -----

From: Lynn Richardson

To: Brittany Zaehring; dan_bragg@ml.com; NDRDIET@aol.com; Brent Gardner; cascala.asq@usa.com; grossifoundation@aol.com; kpapas@summitkids.org; chisbrauningsmiche@gmail.com; dianasnider@higherpotential.com; bheiding@neo.rr.com; christopherweisbrod@gmail.com; popcorn55@wowway.com; eyeboah@firstenergycorp.com; ktalbott@vnsa.com; Joan; Giselle Torres; dalfordsmith@gsneo.org

Sent: Thursday, June 09, 2011 2:21 PM

Subject: A note from Giselle Torres on Early Bird Registration

Hello to all at the GSNEO office!

Regarding the boycott on Early Bird registration:

I have posted your message below to the Trefoil Integrity group. This is because we DO want to have dialogue with the council leadership. But so far the membership has been excluded from our own council. Yes, Joan has met with individuals on an "unofficial" basis. Yes, you have acknowledged the right of individual members to review council documents. But I have not seen any public response from the board or staff that indicates our concerns are being considered. These include (but are not limited to)

2011 JUN 09 PM 3:26
RECEIVED
GLENDALE
COMMUNITY
CENTER
WOLFE

1. **MONEY** The amount that GSNEO supposedly can't afford - \$ 30 million "to bring the camps up to accreditation standards", is shown by your own documents to have been fabricated.

2. **MEMBERSHIP** The 50% of our members who don't camp. A review of the council demographics shows that a large percentage of this 50 % appear to be those who are too young.* The solution is not to tear down the camps but to acknowledge that we have a large component of younger girls who are just waiting for their chance. In the membership survey, members who did not camp gave **expense and time** as reasons. When FoCH offered camp grants, a camp scholarship to an SiS troop, and provided camp trained adults to accompany new troops, we couldn't keep up with the demand. That included troops who hadn't camped before. The desire is there.

3 **RESEARCH** The GSNEO board solicited input from GSNEO members in the properties survey, but then set the results aside. Also, there is no accurate usage data available from fully opened camps, operating under a functioning reservation system. The recommendation from Glen Chin that the council track camp usage after the first round of camps closed was apparently not taken into consideration.

4. **EMPTY PROGRAM** The board has provided no specific details on what programs will be available at the PLC's that can't be done at camp. The concept of a PLC is untested. It is being proposed at a time when the entire GSUSA program is undergoing a major re-structuring. GSUSA just pulled out of a major, failed initiative based on marketing assumptions & GSRI research.

4. **PLANNING OMISSION** No accommodations have been made to meet needs of campers from December 12 when the camps are scheduled to close, to time the expanded facilities are ready. Ironically, this period coincides with the 100th anniversary. This is an extremely significant omission in the board's proposal; which gives rise to the question of how carefully the board actually considered all of the implications

5. **FUTURE VIABILITY of GSNEO** The majority of the membership who are aware of the issues are angry. These include most of the most involved volunteers. We are questioning why we should continue to be involved if we are ignored. Many members are already considering other venues. The council is almost guaranteed a massive reduction in cookie revenue if any of the camps close at this point.

WE ARE FIGHTING TO KEEP GIRL SCOUTING ALIVE. The early bird boycott is the *only* thing that has drawn any kind of public response from the council office. We don't want to do this either. But if that's what it takes to preserve Girl Scouting, we will start with that. **WE NEED THE BOARD TO RE-CONSIDER.** Re-evaluate. Commit to 5 years of

Lynn Richardson

* The council reports a breakdown of type of **camp usage usage for the 2009-2010 year**: troop camping, resident camping, etc. However, some of the programs show girls only, while others combine girl & adult participation. Calculating a generous adult to girl ratio of one adult to every 5 girls gives us an reasonable estimate of c. **17,944 girl /camp usage**.

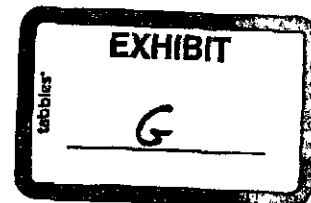
Total girl membership for the same period (2009-2010) c. 36,000 page 7 of the 2010 annual report lists total girl membership at 38,820 Slide 63 from the April 16 meeting shows membership at 23,356 on October 31,2010. This is clearly an error. The preceeding slides show membership broken down by region and age level. They total 32,935. We know this is an increase over last year. But the exact number of girl members we had last year is unclear from information we have been given. Splitting the difference between the two realistic figures gives us an estimated 36,000 girls.
subtracting campers from total population leaves c. **19,056 non-campers**.

Age level breakdown from the aforementioned slides: roughly 8,000 daisies, 8,500 brownies, 8,500 juniors, & 7,000 C/S/A. Many of the younger girls are not developmentally ready to camp. Even if they are permitted to so with a parent, it is rare to have an entire group that young ready to take on such an adventure. There probably are some Daisies who do camp, just as there are some fully qualified camp-loves among the C/S/A who don't d/t school jobs, etc. But probably not so many on either end of the spectrum to make a statistical difference. In the absence of detailed records, theorize that ALL of the J/C/ S/A camp, half of the Brownies, and none of the Daisies .

That would be roughly c. **12,250 members too young to camp**

That leaves only c. 6,806 old enough to camp who don't.

as for girls who are "repeat" campers - there are no records on how many these are. But there are also no records on how many girls who chose a gsneo camp program or site, but could not get in & so settled for a BSA or Y camp. IN the absence of records, we can only guess that these "cancel" each other out.



CARROLL JOHNSON PLEAS
WILLIAM R. WOHLMEID

2012 MAR -9 PM 3:27

FILED

----- Forwarded message -----

From: Sarah Spiegler <sarah.spiegler@duke.edu>

Date: Wed, Nov 2, 2011 at 9:54 AM

Subject: GSNEO board question

To: jpvilla@oh.r.com, jvillarreal@4lnb.com, Katerina Papas <kpapas@summitkids.org>

Cc: kstbernard@girlscouts.org, Corey Ringle <corey.ringle@gmail.com>

Hello Joan,

Congratulations on obtaining the seat of board president. I am sorry I did not get a chance to speak with you in person at the meeting this Saturday. I was impressed with the enthusiasm of all members, staff, and board members in attendance. What a turnout for GSNEO!

The issue of the number of board member spots that are currently vacant has still not been resolved. At the meeting Ms. Papas declared that the Board Development Committee decides how many spots to fill. However in the GSNEO code of regulations, nowhere is it stated that the Board Development Committee can chose how many of these spots are filled.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 - Composition:

A. The voting membership of the Board of Directors shall consist of the five (5) officers of the Council and at least ten (10) but not more than fifteen (15) directors, who shall be called Directors-at-Large.

ARTICLE IX - BOARD DEVELOPMENT COMMITTEE

Section 2 - Responsibilities. The responsibilities of the Board Development Committee shall be:

A. to recruit, review and confirm the qualifications of candidates for elected position in the Council;
B. to provide to the General Assembly a slate of one candidate for each position to be elected, including officers, Directors-at-Large, Girl Directors-at-Large, Board Development Committee members, and delegates and alternates to the National Council of Girl Scouts of the United States of America;

There are still three (3) open board positions. I suggest filling these spots with the next top three people receiving votes at the annual meeting. I know that this is possible because last year Nathalie Lacouture was appointed to a board development spot during the year after the annual meeting in October was held. Ms. Lacouture had run for a board spot at the October annual meeting and was not elected, but she did receive the highest number of votes of everyone not elected.

Yours in Girl Scouting,

Sarah

Master of Environmental Management, 2012
sarah.spiegler@duke.edu

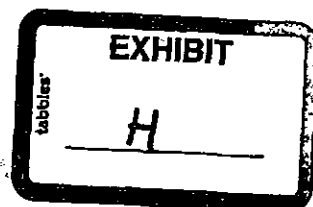
--

Sarah Spiegler
Duke University | Nicholas School of the Environment
Master of Environmental Management, 2012
sarah.spiegler@duke.edu

No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1424 / Virus Database: 2113/4837 - Release Date: 02/28/12



Sent: Tuesday, November 08, 2011 11:20 PM

Joan Villarreal, Chairman of the Board - GSNEO

Dear Joan,

Congratulations on becoming the new chair. The majority has spoken and it is now time for us to work together to move the council forward.

With training for cookie managers fast approaching and cookie sales right behind we need to know how the board intends to address the resolution requesting the sales of the camps be held and another reevaluation undertaken. Some of the troops and individual girls have said their participation in cookie sales is dependant on what happens. The most recent message from the board as posted is requests for proposals to be solicited on December first. Is this still the case?

Our hope is that the board will honor the majority's wishes and stay the sales while a reevaluation plan is developed. If possible we would like to address the board as a part of the reevaluation planning process.

The current challenges are difficult but not impossible to resolve if we team together to find our best course. As we work through them together we can make the GSNEO a stronger and more effective organization for the benefit of our girls.

YIGS,

Lou

FILED
2012 MAR -9 PM 3:27
CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

EXHIBIT

I

From: Lynn Richardson

To: dan_bragg@ml.com ; 'Joan Villarreal' ; Brent Gardner ; cascata.asg@usa.com ; grossifoundation@aol.com ;
kpapas@summitkids.org ; chisbrauningsmiche@gmail.com ; dianasnider@higherpotential.com ; bheiding@neo.rr.com ;
christopherweisbrod@gmail.com ; popcorn55@wowway.com ; eyeboah@firstenergycorp.com ; ktalbott@vnsa.com ;
susandelaneyrodger@gmail.com ; bbyrne@gsneo.org ; dmz3@uakron.edu ; Beverle, Theresa S ; pchesser@rwbaird.com ;
nmcclenaghan@goodwillakron.org

Sent: Tuesday, November 15, 2011 10:41 PM

Subject: GSNEO properties question

To the GSNEO board of Directors,

We are writing to you for feedback on the next steps regarding GSNEO properties.

Sixty percent of the general assembly voted in favor of delaying the sale of any GSNEO properties until there is a comprehensive and transparent re-evaluation of all options. How does the board intend to address the resolution that passed? Will you honor the majority's wish and defer the sales while a re-evaluation strategy is developed and facilitated?

The most recent message from the board is that requests for proposals will be solicited starting December 1, 2011. Is this still the intention of the board? Will you go ahead with this schedule, even though the board doesn't meet again until December 7 and your constituents are against this decision?

While there is obviously disagreement on the fate of the Girl Scout properties, we all agree that our concern is ultimately providing high quality services and programming (with adequate funding) to the girl members in our 18-county region. It is another reason that a thorough review and re-evaluation of camp properties is now essential. Leaders from all regions of GSNEO are ready and willing to work with you and the other board members to move forward and to put the discord of the past months behind us. The current challenges are difficult but not impossible to resolve if we work together to find our best course. As we work through them together, we can make GSNEO a stronger and more effective organization providing experiences that give girls the opportunity to build courage, confidence and character.

A prompt assurance that the RFPs for the 4 camps will be put on hold; at least until the new board has had a chance to discuss the motion, would be a significant and positive step towards transparency and unifying our membership

Yours in Girl Scouting,

CAMP FRIENDS

Joan Porter

Marie Hull Green

CAMP LEDGWOOD

Pamee O'Bryan

Marie Cassidy

Donna Alherimeri

CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

2012 MAR -9 PM 3:27

FILED

CONCERNED GSNEO PARENTS

Lou Spilker

FRIENDS OF CAMP LEJNAR

Bill Boyd

Luise Hanold

Barbara Parkinson

FRIENDS OF CAMP PLEASANT VALLEY

Brenda Weslow

Julie Schwind

Pat Walter

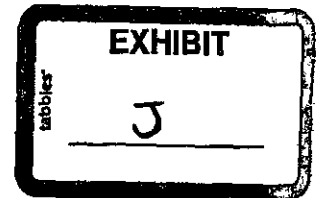
FRIENDS OF CROWELL HILAKA

Lynn Richardson

Lucia Hanigosky

Donna Spiegler

Corey Ann Ringle



----- Original Message -----

From: Joan Villarreal

To: 'Lynn Richardson'; dan_bragg@ml.com; Brent Gardner; cascata.asg@usa.com; grossifoundation@aol.com; kpapas@summitkids.org; chrisbrauningsmiche@gmail.com; dianasnider@higherpotential.com; bheiding@neo.rr.com; popcorn55@wowway.com; eyeboah@firstenergycorp.com; ktalbott47@neo.rr.com; susandelaneyrodger@gmail.com; bbyrne@gsneo.org; dmz3@uakron.edu; Beyerle, Theresa S; pchesser@rwbaird.com; nmcclenaghan@goodwillakron.org; mroczkajustine@yahoo.com; meg11teddy@aol.com

Cc: Trefoil Integrity; Verhage, Jan; Achavez@girlscouts.org; fcorseello@girlscouts.org; Kstbernard@girlscouts.org; clindsey@girlscouts.org; dtermin@girlscouts.org; lforeman@girlscouts.org; dalfordsmith@gsneo.org; Brittany Zaehring; jgraves@gsneo.org; jkananen@gsneo.org

Sent: Tuesday, December 06, 2011 1:44 PM

Subject: RE: GSNEO credibility

Lynn - Thanks for your e-mail - Joan

From: Lynn Richardson [mailto:lynndragonwing@roadrunner.com]

Sent: Tuesday, December 06, 2011 1:08 PM

To: dan_bragg@ml.com; Joan Villarreal; Brent Gardner; cascata.asg@usa.com; grossifoundation@aol.com; kpapas@summitkids.org; chrisbrauningsmiche@gmail.com; dianasnider@higherpotential.com; bheiding@neo.rr.com; popcorn55@wowway.com; eyeboah@firstenergycorp.com; ktalbott47@neo.rr.com; susandelaneyrodger@gmail.com; bbyrne@gsneo.org; dmz3@uakron.edu; Beyerle, Theresa S; pchesser@rwbaird.com; nmcclenaghan@goodwillakron.org; mroczkajustine@yahoo.com; meg11teddy@aol.com

Cc: Trefoil Integrity; Verhage, Jan; Achavez@girlscouts.org; fcorseello@girlscouts.org; Kstbernard@girlscouts.org; clindsey@girlscouts.org; dtermin@girlscouts.org; lforeman@girlscouts.org; dalfordsmith@gsneo.org; Brittany Zaehring; jgraves@gsneo.org; jkananen@gsneo.org

Subject: GSNEO credibility

Importance: High

To
The board of GS North East Ohio
The delegates of GS North East Ohio
Trefoil Integrity
The executive staff of GS North East Ohio
The board and executive staff of GSUSA

There are fundamental issues at stake more profound than the number of GS camps in northeast Ohio. The first of these is HONESTY. At the spring assembly, board spokesman Brent Gardner told us that the cost of major repairs to bring all seven camps up to ACA standards would be over thirty million dollars. Later we found that the thirty million was a projection of what massive new construction at all camps would cost - NOT an estimate of deferred maintenance.

I'd like to give Mr. Gardner the benefit of the doubt and say he was mistaken, but he himself said he studied all the figures and calculations carefully. He works with math every day in his profession of insurance agent. He knew that that 30 million was a fantasy projection, not the cost of repairs. One can only conclude that he did not make a mistake. He lied.

This lie that was the central point of his presentation in spring.

I wrote to Mr. Gardner and the other board members to explain that I had seen the chart with the 30 million dollar "turn all camps into Premier Leadership Centers" projection. I wrote that page 17 of the Vision 2012 report included a list of deferred maintenance costs that totaled less than two million. I received no response. But this past August, Mr. Gardner told his thirty million dollar lie again

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WILLIAM R. WOHLWEND

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We can't help but to ask what is going on.

Why would a reasonable and intelligent man tell such an outrageous lie ? Did the senior staff know about the lie? Did the other board members support the lie, or did they trust Mr Gardner's soothing voice assuring them that camps were too expensive to maintain?

When even a single lie is permitted for so long, it throws doubt on *everything* connected with GSNEO.

This includes:

- * When GSNEO left out the troop camping numbers from it's camp usage data, was that intentional, or was that a mistake?
- * If it was a mistake, what other large mistakes are being made?
- * Why was the board so insistent that they needed the camp sales to pay for Premier Leadership Centers when they had no plans for what a PLC would be?
- * What is the rush? Why does the board seem so determined to get these properties up for sale by the end of the year? Won't the support and goodwill of the many thousands of volunteers, families, and alumni benefit the council more than a one-time sale - no matter how many millions it brings in?
- * Why is it that the board refused to allow the General Assembly to fill vacant seats on the board? According to council bylaws and GSUSA guidelines, it is the prerogative of the assembly to decide who will be on the board within the parameters set by the code of regulations. The board doesn't get to make up extra rules on the spot that allow them to suppress whatever they don't like. Who can we get to arbitrate this?
- * Since Dr Alford -Smith used her title CEO of GSNEO to endorse a political candidate in Summit County, how does the board intend to protect the non-profit status of this organization? How will our this affect our re-chartering application with GSUSA?

I am asking that GSNEO publically correct any inaccurate information they have presented to the public in the past and commit to accuracy in the future. I also ask that the GSNEO board honor the resolution that passed by 60% majority on October 29th: any camp sales plans will be will be presented to the general assembly for approval.

If these issues cannot be resolved in a fair & honest way within the organization, we will have no choice but to try to resolve them in court. I can imagine few things more painful. But we will do what it takes to protect this council for the future.

Lynn Scholle Richardson

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are receiving the information.

No virus found in this message.

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Version: 10.0.1415 / Virus Database: 2102/4060 - Release Date: 12/06/11



----- Original Message -----

From: Lynn Richardson

To: chrisbrauningsmiche@gmail.com ; dianasnider@higherpotential.com ; bheiding@neo.rr.com ; popcorn55@wowway.com ; eyeboah@firstenergycorp.com ; ktalbott47@neo.rr.com ; susandefaneyrodger@gmail.com ; bbyrne@gsneo.org ; dmz3@uakron.edu ; Beyerle, Theresa S ; pchesser@rwbaird.com ; nmcclenaghan@goodwillakron.org ; mroczkajustine@yahoo.com ; meq11teddy@aol.com ; Trefoil Integrity ; Verhage, Jan ; 'Barbara Rosenblum' ; Achavez@girlscouts.org ; fcorsello@girlscouts.org ; clindsey@girlscouts.org ; dtermin@girlscouts.org ; 'Joan Villarreal' ; Brent Gardner ; cascala.asg@usa.com ; grossifoundation@aol.com ; kpapas@summitkids.org ; lforeman@girlscouts.org ; dan_bragg@ml.com

Sent: Monday, December 12, 2011 10:28 AM

Subject: GSUSA arbitration available

Dear Joan & GSNEO board,

I am awaiting the decision of the board, imagining the party if democracy is honored, dreading the alternatives if it's not.

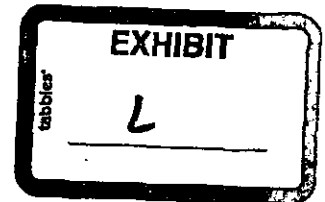
If we are still in conflict, there does exist the possibility of arbitration as a final step before filing for an injunction. Arbitration is available through GSUSA but is generally only initiated by the CEO, or board of a council. This might be worth considering, as there are so many issues that the GSNEO charter could be at risk.

Part of the concern I feel is that if we are forced to resort to the court system, everything becomes public. I have said previously that selling of the camps without adequate information will destroy this council within 5 years. But public as well as troop lack of support for this year's cookie sale is likely to cause immediate devastation to the council budget. No one wants that.

here's hoping we can all work together

Lynn Scholle Richardson

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WILLIAM R. WOHLWEND



On Wednesday, December 7, fourteen members of the Board of Directors of the Girl Scouts of North East Ohio (GSNEO) held an informal listening session to hear the ideas for and alternatives to selling GSNEO camps. This gathering was in response to the resolution passed at the October 29 Special Meeting of the General Assembly that requested the halt of the sale of four camp properties. The decision to sell our aging and underutilized properties was thoroughly vetted previously by the Board however; we wanted to acknowledge the resolution and to take this extra step to ensure concerns and ideas were heard before we moved any further in the sale process. Having heard the statements from representatives of all regions, the Board reconvened their regular meeting.

After listening to the delegates and their subsequent deliberation, the Board decided that they did not receive any new information or alternatives that would change their decision to proceed with the request for proposal (RFP) on sales of camps Crowell/Hilaka, Great Trail, Lejnar, and Pleasant Valley. Specific alternatives or ways to have more Girl Scouts use the properties or to pay for the deferred maintenance on the properties were not provided.

The Board acknowledges that this was a hard decision that none of us took lightly or with a cavalier attitude to what makes Girl Scouting so successful and important. At the same time, our responsibility is to the entire Council and doing all we can to make sure that GSNEO is here for the next generations of girls and volunteers. The Board takes its responsibilities to continued girl safety and regulatory compliance seriously. We cannot sustain these responsibilities with seven underused properties that need millions of dollars in repairs, but even then will still not compare favorably to our competition that many of our troops already use.

If you have further questions, please contact Rebecca Shaffer.

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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

From: Marie Hull-Green
Sent: Friday, December 30, 2011 4:59 PM
To: 'rshaffer@gsneo.org'
Subject: Response to Vision 2012 - Property Update

Hi Rebecca,

I am responding to the news release (copy below) sent to the membership earlier this month. I would appreciate your sharing my response with the GSNEO Board.

The areas hi-lighted below are particularly disturbing to me. I am a Mom of a teen girl member, a Girl Scout Alumni, a volunteer Troop Leader, camp planner for my Service Unit and Camp Monitor.

First of all, it is not the responsibility of the Delegates, or the membership, to increase camp usage or to figure out how to budget GSNEO funds so our camps are properly maintained. This is why we have a Board, a CEO, a CFO and senior staff. The Board paid \$5 million in staff salaries and benefits last year. Perhaps the Board needs to reevaluate whether that portion of the GSNEO budget can be trimmed. It is clearly the largest expense on GSNEO's balance sheet. Did those paid individuals really accomplish what the Board wanted them to do? It is GSNEO's responsibility to budget for camp maintenance and to utilize the properties it owns. It is not ok to blame the legacy councils for past maintenance issues. We are in the 4th year of GSNEO's existence. Take some responsibility. That is a sign of real leadership.

Here is what the merger has done for the South Region membership of GSNEO in three years: We have lost ALL of our Girl Scout camps. We have lost over \$1 million dollars Great Trail Council had in cash reserves. Those dollars were donated by and earned by the South Region. Now they are gone. We have more limited access to Girl Scout troop materials and fewer knowledgeable and experienced staff at our North Canton office. Our volunteers are expected to travel further distances to receive training and to take our troops camping at Girl Scout facilities. Should I go on? I can not name one improvement GSNEO has provided to the South Region membership in the last three years. You are on the wrong path and you have left the majority of our membership disappointed and frankly, quite disgusted. That is not the way to increase membership, no matter how many premier leadership centers you decide to build!

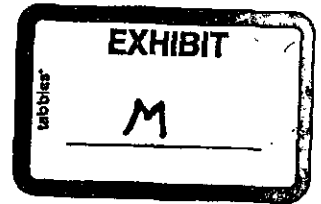
Second of all, if the Board were to really take it's responsibility to provide ALL Girl Scouts in NEO with SAFE camping alternatives, then they could not have closed ALL of our South Region camps, thereby forcing troops to choose between traveling further distances, or camping at non-GSNEO properties. The Board has overlooked the facts. Many troop leaders who have taken troops to state park camp grounds, YMCA campgrounds and public campgrounds, have done so out of necessity! My troop did not camp at these facilities because they were of superior quality, but because the GSNEO camp property we wanted to use was already booked, or was being used by council, or wasn't being used at all, but because the GSNEO camp reservation system was inadequate and inaccurate, it appeared it was booked, or the GSNEO camp that was available was more than an hour or two hours away, which was not acceptable to my parents. GSNEO has made it easier to go elsewhere. From personal experience, I have waited up to 3 months for confirmations on GSNEO camp reservations. GSNEO has charged my personal MasterCard twice for the same rental. I have received camp confirmation e-mails from GSNEO at 4pm on the same day I am to be at camp, long after I have already left my office for the day. I have received phone calls from GSNEO

the day I am going to camp asking over the telephone for my Co-Leader's social security number, apparently so a background check could be completed. The sad part about that call was the confidential personal information had already been sent to the Macedonia office on several previous occasions and they could not locate it. Any wonder the membership wants to know what in the world is going on at the Macedonia office? If I treated my customers with the same incompetence with which GSNEO has treated me and it's other customers (the GSNEO membership), I would be losing customers, just as you are! Why wouldn't any busy Girl Scout Leader look for other camping alternatives, when what GSNEO has put us through in the last several years has been so ridiculous?! We don't choose those camping alternatives because we don't want to use GSNEO properties. However, closing 4 more camps will certainly assure we continue to make those choices to camp outside of GSNEO properties. Will the girls be safer? Absolutely not. More girls will now be camping in campsites next to non-background checked individuals. More girls will now be camping next to groups who have been drinking alcohol around their campfire. The children I serve are teenage girls ages 13 to 16. These options are not acceptable. Where are the SAFE camp sites for my girls? Clearly this Board DOES NOT care about the safety of our girls here in the South Region!

I do not feel you have heard my concerns, nor have you given the membership a chance to fund the repairs needed at the various camps you are closing. Brent Gardner stated at the April 2011 meeting that the Board had exhausted all of your options. That was not true then, and it is not true now! You NEVER asked for, or permitted the membership and the business communities you serve, to help. That's the bottom line. You are trying to build the reputation and the future of GSNEO without the help of your members. That will not work. The GSNEO membership has connections and relationships that extend far beyond what you can imagine possible. Business leaders and individual members want to give, and they want to help, but they will not if you move forward with the sale of these four camps. GSNEO's reputation has been severely damaged. Please reconsider your actions. The future of Girl Scouting in NE Ohio depends on it.

Sincerely,

Marie Hull-Green



Hamilton DeSaussure Jr.
hdesaussure@day-ketterer.com
Direct Dial: 330 650-0257

February 28, 2012

Cathy Godshall, Esq.
Buckingham, Doolittle & Burroughs
3800 Embassy Parkway, Suite 300
Akron, Ohio 44333

Dear Ms. Godshall:

In your recent correspondence to me, you indicated that you are counsel for the Girl Scouts of Northeast Ohio (GSNEO). As you know, I made a request on behalf of several members of GSNEO to inspect certain books and records. You indicated that you would contact me with respect to their availability. I have not heard back from you with respect to dates of availability for the inspection.

As you are aware, a majority of the members of GSNEO have significant concerns with the Board's stated direction to sell a large percentage of property holdings of GSNEO. These properties have formed the backbone for the camping activities historically undertaken by GSNEO and the former councils which now comprise GSNEO. This effort to sell off the camps has been viewed as a significant departure in the direction of the Girl Scouts in Northeast Ohio. What is more, the actions of the Board in pursuing the sales has been undertaken in a manner which appears to conflict with the letter and spirit of the Code of Regulations of GSNEO.

The Code of Regulations outlines an arrangement where the Board and the membership work cooperatively in furthering the activities and efforts of the Girl Scouts in northeast Ohio. At the October 2011 special meeting, the membership specifically passed a resolution objecting to the sale of the camps, and directing the organization not to pursue the planned sales until the Board is able to acquire a 2/3 majority vote of the membership in favor of the sales.

At that same meeting, the Board of Directors further ignored a request of the membership to increase the number of Board members to the maximum number allowed by the Code of

CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

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Cathy Godshall, Esq.

February 28, 2012

Page 2

with Ohio Revised Code §1702.27. The manner of undertaking the election of the Board, therefore, clearly undermines the authority of the Board to continue acting on behalf of GSNEO as the Board is presently constituted.

Since that meeting in October, members representing the majority who have voted against the sale of the camps have continued to work with GSNEO and its Board in an effort to prevent the sale of the camps and to forestall the short-sided view of the Board to raise funds by selling off long-held assets of the corporation. Objections of the membership in connection with the property sale and unauthorized Board action have been repeatedly ignored by the Board and the staff of GSNEO.

As you know, requests for proposals were submitted by GSNEO to obtain bid proposals for the purchase of the camps proposed to be sold by GSNEO. The process for requesting proposals appears to conflict directly with the will of the membership as stated at the October special and annual meeting.

At the present time, neither the Board of Directors nor the staff has been willing to delay the intended property sales to consider the legitimate process concerns raised by the membership. This places the membership in the precarious position of being uncertain as to whether the staff and Board are moving forward with the sales at this point in time.

On behalf of the members that I represent, demand is made of the Board of GSNEO to state specifically that it will not proceed with the sale of the camps proposed to be sold by GSNEO. Demand is further made that the Board comply with Ohio Revised Code §1702.27 in permitting the membership to elect the maximum number of Board members to the Board and otherwise to annul the election results from October 2011 at which time the Board ignored the requests of the membership to increase the number of the Board of Directors. Should the individual Board members be unwilling to take the required action, demand is made of GSNEO to file suit against those Board members on behalf of the membership of GSNEO.

Obviously, given the current situation where the Board is considering requests for proposals which have been submitted by the end of January, your prompt response to this letter is essential. Without a clear expression of the Board at this time that it will comply with the requests set forth herein, the members may have no alternative but to assert the rights of the corporation with respect to the properties and the election procedures currently undertaken by the Board.

Cathy Godshall, Esq.

February 28, 2012

Page 3

I look forward to hearing from you concerning this. I also look forward to a prompt production of the documents previously requested.

Very truly yours,

A handwritten signature in cursive script that reads "Hamilton DeSaussure/can". The signature is written in dark ink and is positioned above the printed name.

Hamilton DeSaussure, Jr.

HD/can

cc: Lynn Richardson

IN THE COURT OF COMMON PLEAS
CARROLL COUNTY, OHIO

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2012 MAR -9 PM 3:27

LYNN RICHARDSON, et al.

Plaintiffs,

v.

THE GIRL SCOUTS OF NORTH EAST OHIO,

Defendant.

CASE NO.

JUDGE

**MOTION FOR PRELIMINARY
INJUNCTION**

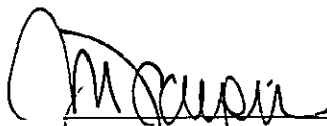
12 CV H 27083

CARROLL COMMON PLEAS
JUDGE DOMINIQUE OLIVIERO JR. WOHLWEND

Plaintiffs, Lynn Richardson, Lucia Hanigosky, Corey Ann Ringle, Lou Spilker, Kerrin Winter-Churchill, and Rachel Oppenheimer ("Plaintiffs"), individually and as representatives of similarly situated members of the Girl Scouts of Northeast Ohio, respectfully move this Court for an entry of a Preliminary Injunction, pursuant to Ohio Rule of Civil Procedure 65(B), enjoining: Defendant, The Girl Scouts of North East Ohio, their agents, employees, attorneys or any other person acting in concert or in participation with each of them, from soliciting or accepting offers to purchase the Girl Scouts of North East Ohio camps.

As the Verified Complaint and accompanying Memorandum in Support show, Plaintiffs, those members of The Girl Scouts of Northeast Ohio similarly situated to Plaintiff, and the general public face imminent and irreparable harm from Defendant's sale of its camp properties. It is clear that without a Preliminary Injunction, Defendant will continue its plan to sell four (4) of the seven (7) existing Girl Scout camps, and will enter into invalid Purchase Agreements with innocent third-party buyers. The camp properties are unique and uniquely suited to serve the needs of the Girl Scouts. The sale of the Girl Scout camps will cause irreparable harm before this Court can reach a trial on the merits of Plaintiffs' claims.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "H. DeSaussure", is written over a horizontal line.

Hamilton DeSaussure (#0023516)

Mark J. Scarpitti (#0074953)

Kimberly K. Wyss (#0061887)

Kristen S. Moore (#0084050)

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E-mail: hdesaussure@day-ketterer.com

mjscarpitti@day-ketterer.com

kkwyss@day-ketterer.com

kmoore@day-ketterer.com

Attorneys for Plaintiffs

MEMORANDUM IN SUPPORT

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I. PRELIMINARY STATEMENT

For many young girls, camping is a fundamental part of being a Girl Scout. The current Board of Defendant seeks to wrest this experience from the children in order to build two "Premier Leadership Centers" as a monument to the Board's prestige and accomplishments. The majority of Defendant's members oppose the action of the Board, and the General Assembly passed a Resolution ordering the Board to cease and desist its plans to sell the Girl Scout camps until the Board is able to achieve a two-thirds vote of the General Assembly approving the sales. Notwithstanding this Resolution, Defendant and the Board have persisted with the planned sales. Defendant's actions violate Ohio law, its own Code of Regulations, and the wishes and desires of its membership. The four camps slated for sale are an invaluable resource to the Girl Scouts, and cannot be replaced. This action was instituted to put a stop to the actions of the rogue Board and to save the camps, in accordance with the wishes of the membership of Defendant.

II. STATEMENT OF FACTS

The Girl Scouts of North East Ohio (hereinafter "Defendant" or "GSNEO") is governed by its General Assembly, consisting of more than 100 elected voting members, and its Board of Directors (hereinafter "the Board"), among other committees. (See Code of Regulations, attached hereto as Exhibit "A", and the Verified Complaint for Derivative Action, Declaratory Judgment, Injunctive and Other Relief, ¶8). The General Assembly is afforded the power and authority to elect all positions, as well as to identify the general direction of Girl Scouting. (Verified Complaint, ¶8). The Board has an obligation to "see that the lines of direction recommended by the General Assembly are acted upon by the

Board..." (Code of Regulations, and Verified Complaint, ¶9). In the present case, the Board of Defendant has disregarded the will, wishes, and direction set forth by Defendant's own General Assembly.

Beginning in 2009, the Board conceived a plan by which it would begin elimination of the majority of Defendant's Girl Scout camps. In June of 2009, the Board announced that it would either sell or relinquish three Girl Scout camps and four cabins. (Verified Complaint, ¶12). This decision left Defendant with only seven Girl Scout camps remaining. (Verified Complaint, ¶13). Now, the Board has determined that it will sell four of the remaining seven Girl Scout camps, and convert two of the camps into "Premier Leadership Centers." (Verified Complaint, ¶19-20). In an effort to legitimize their plan, the Board hired a property consultant from the Girl Scouts of the United States of America, and requested that a "Vision 2012" report be prepared, addressing various property planning issues. (Verified Complaint, ¶16-18). The property consultant gave Defendant several recommendations for its camp properties, including recommendations to promote the unique features of each camp and hire a full-time camp director in order to better utilize the properties. (Verified Complaint, ¶16). The Vision 2012 report also concluded that there were many options for the management of camp properties, including increasing efficiency, developing natural resources, expanding current uses of the camp, partnering with other organizations, and improving the marketing of the camps. (Verified Complaint, ¶18). Despite this outside advice directed at better camp management, the Board nevertheless proceeded with their predetermined course of action to sell the majority of the Girl Scout camps.

The Board voted to confirm its plan to sell the majority of the Girl Scout camps. (Verified Complaint, ¶19). Following this vote, the Board announced its decision to its membership at the annual meeting of the General Assembly on April 16, 2011. (Verified Complaint, ¶20). The Board admitted that its decision was a shock, and a very strong opposition to the Board's decision followed. (Verified Complaint, ¶21-22).

On September 30, 2011, the members submitted a request for a special meeting of the General Assembly in order to address the Board's decision. (Verified Complaint, ¶24). The special meeting was conducted immediately prior to the regularly scheduled annual meeting on October 29, 2011. (Verified Complaint, ¶26). At the special meeting, the members presented a resolution to cease and desist all planned camp sales, unless and until the Board was able to procure a two-thirds majority vote of the General Assembly approving the sale (hereinafter "the Resolution"). (Verified Complaint, ¶27). The Resolution passed by a 60% majority. (Verified Complaint, ¶27).

Following the special meeting, the General Assembly convened its regularly scheduled annual meeting. (Verified Complaint, ¶28). As part of the annual meeting, new Officers and Directors were elected. (Verified Complaint, ¶28). Despite the fact that Defendant's Code of Regulations permits the Board to have up to 15 Directors, the Board refused to allow the General Assembly to elect the maximum number of directors. (Verified Complaint, ¶29). Instead, the Board insisted that only the Board Development Committee had the authority to determine the number of Directors elected. (Verified Complaint, ¶30). The Board could not identify any provision of the Code of Regulations that supported its allegation. As such, the Board prevented the General Assembly from properly electing several Directors to the Board. (Verified Complaint, ¶31). Upon information and belief, the

action of the Board was an intentional maneuver to prevent the election of new Directors who would support retention of the Girl Scout camps. (Verified Complaint, ¶32). Therefore, following the improper October 29, 2011 election, the Board was not properly constituted and was not representative of the membership of Defendant. (Verified Complaint, ¶33-34).

Following the special and annual meeting, the Board apparently made the decision to disregard the Resolution passed by the General Assembly. In fact, the newly elected Board proceeded with its plans to sell the Girl Scout camps, and began soliciting bid proposals for their sale. (Verified Complaint, ¶36). The time for receiving those bid proposals has now passed. (Verified Complaint, ¶36). Upon information and belief, the sale of one or more of the Girl Scout camps is imminent.

III. LAW AND ARGUMENT

In general, a preliminary injunction “serves as an equitable policing matter to prevent parties from harming one another during the litigation; to keep the parties, while the suit goes on, as much as possible in the respective positions they occupied when [the] suit began.” *Hamilton Watch Co. v. Benrus Watch Co.*, 206 F.2d 738, 742 (2nd Cir. 1953).

Under Ohio law, the Court must consider and balance the following four elements in deciding whether to issue a preliminary injunction against the Defendants:

1. Whether the Plaintiff has a substantial likelihood or probability of success on the merits.
2. Whether the Plaintiff will suffer irreparable injury if relief is not granted.
3. Whether the preliminary injunction would unjustifiably harm third parties; and

4. Whether the public interest would be served by issuing the preliminary injunction.

Corbett v. Ohio Bldg. Auth., 86 Ohio App.3d 44, 49, 619 N.E.2d 1145 (10th Dist. 1993); see, also, *Frisch's Restaurant, Inc. v. Shoney's, Inc.*, 759 F.2d 1261 (6th Cir. 1985).

The four elements outlined above do not serve as a litmus test for awarding injunctive relief; rather they should be balanced by the Court in order to determine whether injunctive relief is justified. These four elements "do not establish a rigid and comprehensive test for determining the appropriateness for preliminary injunctive relief;" rather, they are "factors to be balanced, not prerequisites that must be met." *Frisch's Restaurant*, 759 F.2d at 1269. As demonstrated below, a balancing of these four factors entitles Plaintiffs to injunctive relief.

A. Plaintiffs Will Likely Succeed On The Merits.

Defendant's plan to sell the majority of its Girl Scout camps must be prevented for numerous reasons. First, Defendant's plan violates Ohio law with respect to the disposition of assets belonging to a public benefit corporation. Secondly, Defendant's current Board was improperly elected, and all actions of that Board are void and of no legal effect. Finally, Defendant's actions are in derogation of the Resolution passed by its members. Any one of these reasons would be sufficient to set aside the Board's decision to sell the camps.

First, Ohio Revised Code Section 1702.39 provides that a public benefit non-profit corporation is not permitted to sell more than 50% of its assets in a 36-month period. Upon information and belief, the sale of the Girl Scout camps, particularly when combined with other camp sell-offs recently undertaken by the GSNEO Board, would constitute a sale of more than 50% of Defendant's assets. (Verified Complaint, ¶52-55). For that reason alone, Plaintiffs are likely to succeed on the merits of their Complaint.

Additionally, it is evident that there were procedural irregularities and violations of Defendant's own Code of Regulations regarding the election of the Board who carried out the plan to sell. Defendant disregarded the proper election procedure at the October 29, 2011 annual meeting, resulting in an improperly constituted Board. (Verified Complaint, ¶29-34). At this meeting, the Board prevented the General Assembly from electing the full number of Directors permitted by the Code of Regulations, which had the effect of excluding Directors who would support retention of the camps. (Verified Complaint, ¶29-34). This action was in violation of R.C. 1702.27(A)(2)(a), which provides that the membership is to determine the number of Directors to serve on the Board. Specifically, R.C. 1702.27(A)(2)(a) states "the number [of Directors] may be fixed or changed at a meeting of the voting members... by the affirmative vote of a majority of the voting members present" unless the Code of Regulations provides otherwise. Nothing in Defendant's Code of Regulations removes the power to select the number of Directors from the membership. The Code of Regulations merely provides a range for the number of Directors to be elected. It is up to the membership to determine the number of Directors to be elected within this range. The Board prevented the membership from determining the number of Directors in violation of R.C. 1702.27(A)(2)(a). The Board's actions have resulted in an improperly constituted Board. As such, all subsequent actions by the improperly constituted Board were void and of no legal effect.

Defendant has not only disregarded Ohio law and its Code of Regulations, but has also ignored the wishes and will of its membership as evidenced by a vote of the General Assembly. Specifically, at a special meeting held on October 29, 2010, the General Assembly passed a Resolution to cease and desist camp sales until such time as the Board

is able to obtain a two-thirds (2/3) vote in favor of camp sales. (Verified Complaint, ¶27). Pursuant to the Code of Regulations, the Board had an obligation to see that the lines of *direction recommended by the General Assembly are acted upon by the Board*. (Verified Complaint, ¶9). Instead of acting upon the cease and desist Resolution, the improperly constituted Board proceeded with its original plan in violation of the Resolution. (Verified Complaint, ¶35-36).

For all of these reasons, Plaintiffs will no doubt succeed on the merits in this case, thus satisfying the first element for a temporary restraining order.

B. Plaintiffs Will Be Irreparably Harmed If The Instant Request For Relief Is Not Granted.

Defendant's scheme to sell the majority of the Girl Scout Camps is already well underway, and Plaintiffs will no doubt suffer irreparable harm absent this Court's intervention. Defendants have not only begun the sale process, but have already received bid proposals regarding the sale of the Girl Scout camps. (Verified Complaint, ¶36). These camps are unique properties, and are uniquely suited to the needs of the Girl Scouts. (Verified Complaint, ¶37, 57, 66). They cannot be replaced, and a sale of the properties would result in irreparable harm. (Verified Complaint, ¶6, 37, 57-58, 66-67). Therefore, the second element is clearly met.

C. No Third Parties Will Be Harmed By The Issuance Of This Order.

No third party will be harmed by the issuance of a Preliminary Injunction in this case. Rather, third parties, including the general public and the individuals submitting bid proposals, will benefit from the issuance of the within Order. The public will benefit as the Girl Scout camps will remain available for use by the children, and an irreversible sale of the properties will be prevented until the Court can hear the merits of this case. The

individuals submitting bid proposals will likewise benefit, because a determination of the legality of the Board's conduct can be made before any of these individuals act in reliance on the Board's purported authority to sell the camps. Therefore, the issuance of this Order will actually protect third parties including the general public, and the third element is clearly met.

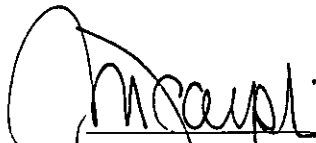
D. The Public Interest Will Be Served By The Issuance Of This Order.

In protecting the general public as outlined above, the public interest will undoubtedly be served by the issuance of the within Order. Therefore, the fourth element for issuance of a Preliminary Injunction is likewise met.

IV. CONCLUSION

A balancing of the interests clearly favors the issuance of the requested relief. Furthermore, as the grant of this Order will merely preserve the status quo by stopping the *planned sale of the majority of the Girl Scout camps*, *no bond should be necessary to effectuate the order*. Plaintiffs respectfully request that this Honorable Court issue a Preliminary Injunction, enjoining Defendant and their agents, employees, attorneys or any other person acting in concert or in participation with each of them, from soliciting or accepting offers to purchase the Girl Scouts of North East Ohio camps.

Respectfully submitted,



Hamilton DeSaussure (#0023516)

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Attorneys for Plaintiffs

REQUEST FOR SERVICE

To The Clerk:

Please serve the foregoing Motion with Supporting Memorandum upon the Defendant at the address listed in the caption of the Complaint by certified U.S. Mail, Return Receipt Requested.



Mark J. Scarpitti (#0074953)

FILED
2012 MAR -9 PM 3:28
CLERK OF COMMON PLEAS
JILLIAM R. WOHLWEND

Girl Scouts of North East Ohio

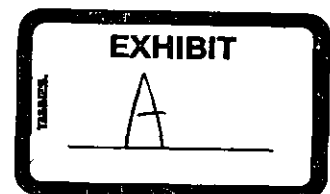
**CODE
OF
REGULATIONS**

FILED

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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

**Adopted
APRIL 4, 2009**



PROVISO TO ENACTMENT OF THE REVISION TO THE CODE OF REGULATIONS:

The Proposed Revision of the Code of Regulations shall go into effect immediately upon adoption except for the provisions dealing with the election and term of office of the following:

1. Membership Delegates,
2. Officers of Council,
3. Directors-at-Large,
4. Girl Directors-at-Large,
5. National Delegates,
6. Voting Members of the Board Development Committee,
7. Chairman of the Board Development Committee.

The members in the above positions shall continue to serve until their current Term of Office expires or until their successors are elected and take office.

Adopted: April 4, 2009 by the GSNEO General Assembly

**Girl Scouts of North East Ohio
CODE OF REGULATIONS**

Adopted: April 4, 2009 by the GSNEO General Assembly

PURPOSE

The purpose of the Girl Scouts of North East Ohio is defined in the Articles of Incorporation and is to make available to girls under its jurisdiction the program, practices, and standards of Girl Scouting as offered by the Girl Scouts of the United States of America.

ARTICLE I - THE CORPORATION

Section 1 - Corporation. The Corporation shall be known as Girl Scouts of North East Ohio and shall be referred to herein as "the Council".

Section 2 - Membership.

- A. **Members** - shall be those persons who are annual or Lifetime members of the Girl Scouts of the United States of America, fourteen years of age and older, and registered through the Council. Members shall have the right to run for and be elected to office within the Council, as provided in Articles IV, V, IX, X and XI, except as described elsewhere in the Ohio Revised Code, the Articles of Incorporation, or this Code.

ARTICLE II – GENERAL ASSEMBLY

Section 1 - Composition: The General Assembly shall be a minimum of 100 voting members at least 67 of whom shall be Membership Delegates. The General Assembly shall consist of the following:

A. Voting Members:

1. Membership Delegates: At least Sixty-seven (67) elected by the Members of the Service Areas as described in Article X,
2. National Delegates,
3. All voting members of the Board of Directors,
4. All Girl Directors-at-Large of the Board of Directors,
5. All voting members of the Board Development Committee

Section 2 - Powers: The General Assembly shall

- A. Elect the Officers of the Council,
- B. Elect the Directors-At-Large of the Board of Directors,
- C. Elect the two Girl Directors-at-Large of the Board of Directors,
- D. Elect the members of the Board Development Committee, and
- E. Elect the Delegates and Alternates to the National Council of Girl Scouts of the United States of America.
- F. Amend or revise the Articles of Incorporation and the Code of Regulations.
- G. In partnership with the Board of Directors, identify the general direction of Girl Scouting within the jurisdiction of the Council.
- H. Submit proposals to the Board of Directors to improve the quality of Girl Scouting.
- I. Act upon matters referred to it by the Board of Directors.

Section 3 - Meetings of the General Assembly:

- A. **Regular Meetings:** Regular meetings shall be held twice a year: there shall be the Annual Meeting and an additional meeting, at such date, time and place as shall be set by the Board of Directors. Written notice of the meetings shall be given in person, by standard postal mail or electronically to each member of the General Assembly and postmarked not less than thirty (30) calendar days before the meeting. The notice shall include:
1. the date, time, place, and purpose of the meeting;
 2. the slate of nominees for all offices or positions to be filled pursuant to this Code of Regulations, as well as any vacancies to be filled; and
 3. notice of proposed amendments or revisions to the Code.
- B. **Special Meetings:** Special Meetings shall be called by the Chairperson of the Board within thirty (30) business days after receiving a written request of a majority of the members of the Board of Directors or a majority of the members of the General Assembly. No business shall be transacted except that for which the meeting has been called. Notice of date, time, place, and purpose of the meeting shall be given in person, by standard postal mail or electronically to each member of the General Assembly. Notice shall be postmarked not less than ten (10) calendar days prior to the date of the meeting.

Section 4 - Quorum: Thirty-five (35) voting members of the General Assembly shall be present to constitute a quorum for the transaction of business, provided that at least twenty-three (23) of the voting members present are Membership Delegates.

Section 5 - Voting Procedures: Each voting member of the General Assembly, present in person at the site of the meeting, shall be entitled to one (1) vote even though a member may hold a duo office or ex officio position. Proxy votes shall not be permitted.

Elections shall be by show of voting cards or other means in uncontested elections. In the event of a contested election, those positions shall be elected by ballot vote. A majority shall elect.

All other matters shall be determined by a majority vote of the General Assembly members present and voting at the meeting site unless otherwise provided by law or this Code of Regulations or parliamentary authority.

Nominations for any of the elected positions may be made from the floor at the Annual Meeting provided the individual so nominated has:

- a. met the qualifications for the office for which she/he is being nominated as established by the Board Development Committee;
- b. received the written endorsement of at least three (3) voting members of the General Assembly;
- c. consented in writing to serve if elected; and

- d. submitted his or her name on a form approved by the Board of Directors to the Chairperson of the Board of Directors and the Chair of the Board Development Committee at least five (5) business days in advance of the Annual Meeting of the General Assembly.

ARTICLE III - TERMS OF OFFICE

Section 1 - Commencement of Terms of Office. The term for all offices and positions elected by the General Assembly shall begin at the close of the Annual Meeting of the General Assembly in the year of election, unless the election for an office or position has been delayed in which case the term for that office or position shall begin when the election is complete and shall end when his or her successor has been elected and assumes office.

Section 2 - Partial Terms. A person who has served more than half a specific term in an office or position shall be considered to have served the full term for the purpose of determining eligibility to serve additional terms in that office or other positions.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 - Composition:

- A. The voting membership of the Board of Directors shall consist of the five (5) officers of the Council and at least ten (10) but not more than fifteen (15) directors, who shall be called Directors-at-Large.
- B. In addition, the Board shall have two (2) Girl Directors-at-Large, fourteen (14) years of age or older, who shall serve without vote and the Chief Executive Officer, who shall be an ex-officio member without vote.

Section 2 – Powers and Responsibilities:

- A. **Powers:** The Corporate business and affairs of the Council shall be governed under the direction of the Board of Directors, except as may be otherwise provided in this Code of Regulations or the Articles of Incorporation.
- B. **Responsibilities:** The Board of Directors is accountable:
 - 1. through its Chairperson to give the membership and the public a status report on its management of the affairs of the Council;
 - 2. to the Board of Directors of Girl Scouts of the United States of America for compliance with the charter requirements;
 - 3. to the State of Ohio pursuant to corporate statutes under the Ohio Revised Code; and
 - 4. to the federal government in matters relating to legislation affecting non-profit and non-stock organizations.

Section 3 – Nomination, Election, Qualifications, and Term:

- A. **Nomination:** At the Annual Meeting, the Board Development Committee shall provide the General Assembly a slate of one candidate for each Director-at-Large and each Girl Director-at-

Large positions to be filled in the election. This slate shall have been published in the notice of the meeting. Following the presentation of the Board Development Committee's Nomination Report, the Chairperson of the Board shall accept nominations from the floor, in accordance with the procedure described in Article II, Section 5 of this Code.

B. Election: The Directors-at-Large and Girl Directors-at-Large shall be elected by the General Assembly in accordance with Article II, Section 5 of this Code.

C. Qualifications:

1. Eligibility for position of Director-at-Large: Must be an annual or Lifetime member of Girl Scouts of the United States of America, eighteen (18) years of age and older, registered through the Council, and have met the qualifications for the position, as established by the Board Development Committee.
2. Eligibility for the position of Girl Director-at-Large: Must be an annual or Lifetime member of Girl Scouts of the United States of America, registered through the Council, and have met the qualifications for the position, as established by the Board Development Committee. Girl Directors-at-Large must be at least fourteen (14) years of age but no older than eighteen (18) years of age and be enrolled in high school at the time of election.

D. Term:

1. The Directors-at-Large shall be elected for a term of two (2) years, or until their successors are elected and assume office. Directors-at-Large shall serve staggered terms so that one half (1/2) the positions are elected each year.
2. The Girl Directors-at-Large shall be elected for a term of one (1) year.
3. No member shall serve more than two consecutive terms as Director-at-Large or Girl Director-at-Large but may run again providing that a span of one (1) year has expired since the end of the second consecutive term.
4. No member shall serve more than a total of eight (8) consecutive years on the Board of Directors, regardless of position(s) held, but may run again providing that a span of one (1) year has expired since the end of the last term.

Section 4 - Vacancies: Subject to the laws of this state and upon nomination by the Board Development Committee, a vacancy in the position of Director-at-Large or Girl Director-at-Large on the Board of Directors shall be filled until the next Annual Meeting of the General Assembly by the affirmative vote of a majority of the remaining voting members of the Board of Directors.

Section 5 - Removal: Any board member who is absent from three (3) consecutive regularly scheduled meetings may be removed from the Board of Directors by a vote of two-thirds (2/3) of the current voting membership of the Board of Directors. Any board member may be removed, with or without cause, by a vote of two-thirds (2/3) of the total voting membership of the Board of Directors

Section 6 - Regular Meetings: Regular meetings of the Board of Directors shall be held at such time

and place as shall be determined by the Board of Directors, except that the Board of Directors shall meet no fewer than four (4) times each year. Notification of date, time, place, and purpose of the meeting shall be given in person, by standard postal mail, or electronically to each member of the Board of Directors and postmarked no fewer than ten (10) days before the meeting.

Section 7 - Special Meetings: Special meetings may be called by the Chairperson of the Board and shall be called upon written request of a majority of the voting members of the Board. The purpose of such meetings shall be stated in the request, and no business shall be transacted except that for which the meeting has been called. Notification of date, time, place, and purpose of the meeting shall be given in person, by standard postal mail, or electronically to each member of the Board of Directors and postmarked no fewer than ten (10) days before the meeting.

Section 8 – Quorum and Voting: A majority of the voting members of the Board of Directors shall be present to constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the directors, unless the vote of a greater number is required by Ohio law or the Articles of Incorporation or this Code of Regulations, or the parliamentary authority adopted in Article XII. If a quorum is not present at a Board of Director's meeting, the voting members present may adopt a motion to set a continued meeting at a time and date before the next regularly scheduled meeting. If a quorum is obtained at the continued meeting, the business scheduled for the meeting at which a quorum could not be obtained can be acted upon. Notification of the date, time, location, and purpose of the continued meeting shall be given in person, by standard postal mail, or electronically to all members of the board. Each voting member shall have one vote regardless of the number of offices or positions she or he may hold. There shall be no proxy voting.

Section 9 – Action Without a Meeting: In an emergency or urgent situation, the Board shall have the authority to meet by telephone conferencing so long as 1) every member has been notified, 2) all members have access to the equipment necessary for communication during the meeting, 3) a quorum of the Board is involved, 4) special rules of order have been adopted specifying precisely how recognition is to be sought, how the floor is to be obtained, and how voting is to be conducted, and 5) any action taken is subject to ratification at the next meeting.

ARTICLE V - OFFICERS

Section 1 - Composition: The officers of the Council shall be a Chairperson of the Board; a First Vice-Chairperson; a Second Vice-Chairperson; a Secretary; a Treasurer; and the Chief Executive Officer who shall serve without privilege of vote.

Section 2 - Duties. The duties of the officers shall be as follows:

- A. The Chairperson of the Board shall be the chief corporate officer of the Council and shall preside at all meetings of the General Assembly, the Board of Directors, and the Executive Committee.

The Chairperson of the Board shall be responsible for seeing that the lines of direction recommended by the General Assembly are acted upon by the Board and the actions of the Board of Directors are carried into effect. Periodically, the Chairperson shall give a status report on the operation and management of the affairs of the Council to the membership, to the General Assembly, and to the public. The Chairperson of the Board shall be an ex-officio member of all committees and task groups established by the Board of Directors, except the Board Development Committee. The Chairperson of the Board shall appoint the chair and members of all committees and task groups subject to the approval of the Board of Directors, except as otherwise specified in this Code or the motion establishing the committee or task group. The Chairperson of the Board shall perform such other duties as assigned by the Board of Directors or prescribed elsewhere in this Code of Regulations.

- B. The First Vice-Chairperson shall, in the temporary absence or disability of the Chairperson of the Board, preside at meetings of the General Assembly, the Board of Directors, and the Executive Committee and shall succeed to the office of Chairperson of the Board in the permanent absence or disability of the Chairperson. He or she shall have such other powers and perform such other duties as may be assigned by the Chairperson of the Board or the Board of Directors.
- C. The Second Vice-Chairperson shall serve in the absence of the First Vice-Chairperson and shall succeed to the office of First Vice-Chairperson in the event of the permanent absence or disability of the First Vice-Chairperson. He or she shall have such other powers and duties as may be assigned by the Chairperson of the Board or the Board of Directors.
- D. The Secretary shall be responsible for seeing that notices are issued for all meetings of the General Assembly, the Board of Directors, and the Executive Committee, and shall see that minutes of such meetings are kept. The Secretary shall be responsible for the custody of corporate books, records, and files. The Secretary shall exercise the powers and perform such other duties usually incident to the office of Secretary, and shall have such other powers and duties as may be assigned by the Chairperson of the Board or Board of Directors.
- E. The Treasurer shall monitor the control, receipt, and custody of all assets of the Council; monitor disbursements as authorized by the Board of Directors; and report receipt, use, and disbursement of all financial assets of the Council. The Treasurer shall exercise the powers and perform duties usually incident to the office of Treasurer, and shall exercise such other powers and perform such other duties as may be assigned by the Chairperson of the Board or Board of Directors. The Treasurer shall be a member of any finance committee and investment committee established by the Board of Directors.
- F. The Chief Executive Officer shall be responsible for providing advice and assistance to the General Assembly, the Board of Directors, the Executive Committee, the Board Development Committee, the Chairperson of the Board and other officers, and committees and task groups. The Chief Executive Officer shall have such other powers and perform such other duties as may be assigned by the Board of Directors through the Board Chairperson. The Chief Executive Officer shall have the authority to employ, direct, and release all employees in accordance with

policies adopted by the Board of Directors.

Section 3 - Nomination, Election, Qualifications, and Term.

- A. **Nomination:** At the Annual Meeting, the Board Development Committee shall provide the General Assembly a slate of one (1) candidate for each Officer to be elected. This slate shall have been published in the notice of the meeting. Following the presentation of the Board Development Committee's Nomination Report, the Chairperson of the Board shall accept *nominations from the floor, in accordance with the procedure described in Article II, Section 5* of this Code.
- B. **Election:** The officers, with the exception of the Chief Executive Officer, shall be elected by the General Assembly according to a procedure established in Article II, Section 5 of this Code.
- C. **Qualifications:**
 - 1. Eligibility for Chairperson of the Board: Must be an annual or Lifetime member of Girl Scouts of the United States of America, eighteen (18) years of age and older, registered through the Council, and have met the qualifications as established by the Board Development Committee for the position. In addition, must have served on the Board of Directors for at least one (1) term prior to election.
 - 2. Eligibility for First Vice-Chairperson: Must be an annual or Lifetime member of Girl Scouts of the United States of America, eighteen (18) years of age and older, registered through the Council, and have met the qualifications as established by the Board Development Committee for the position. In addition, must have served on the Board of Directors for at least one (1) term prior to election.
 - 3. Eligibility for the Second Vice-Chairperson, Secretary, and Treasurer: Must be an annual or Lifetime member of Girl Scouts of the United States of America, eighteen (18) years of age and older, registered through the Council, and have met the qualifications as established by the Board Development Committee for the position. In addition, must have served on the Board of Directors for at least one (1) term prior to election.
- D. **Term:** Officers, with the exception of the Chief Executive Officer, shall serve for a term of one (1) year, or until their successors are elected and assume office.
 - 1. No member shall serve more than two (2) consecutive terms in the same office and this requirement shall not prevent a member from succeeding to or being elected to a different office.
 - 2. No member shall serve more than a total of eight (8) consecutive years on the Board of Directors, regardless of position(s) held, but may run again providing that a span of one (1) year has expired since the end of the last term.
- E. **Chief Executive Officer's Term:** The Chief Executive Officer shall be appointed by the Board of Directors to hold office at its pleasure.

Section 4 - Vacancy: A vacancy in the office of Chairperson of the Board shall be filled by the First Vice-Chairperson for the remainder of the unexpired term. A vacancy in the office of First Vice-Chairperson of the Board shall be filled by the Second Vice-Chairperson for the remainder of the unexpired term. A vacancy in the Second Vice-Chairperson, Secretary, or Treasurer shall be filled by the affirmative vote of a majority of the voting members of the Board of Directors for the remainder of the unexpired term.

Section 5 - Removal. An elected officer may be removed, with or without cause, by a vote of two-thirds (2/3) of the current voting membership of the Board of Directors.

ARTICLE VI - FISCAL RESPONSIBILITIES OF THE BOARD OF DIRECTORS

Section 1 - Fiscal Year. The fiscal year of the Council shall be established by the Board of Directors.

Section 2 - Contributions. Guidelines for accepting contributions will be established by the Board of Directors. Any contributions, bequests, and gifts made to the Council shall be accepted or collected as authorized by the Board of Directors.

Section 3 - Depositories. All funds of the Council shall be deposited to the credit of the Council, under such conditions and in such banks as shall be designated by the Board of Directors.

Section 4 - Approved Signatures. Approval for signatures necessary on contracts, checks, and orders for the payment, receipt or deposit of money, and access to securities of the Council shall be authorized by the Board of Directors.

Section 5 - Bonding. All persons having access to, or major responsibility for, the handling of monies and securities of the Council shall be bonded as authorized by the Board of Directors.

Section 6 - Budget. The annual budget of estimated income and expenditures shall be approved by the Board of Directors. No expense shall be incurred in excess of the total budgetary appropriations without prior approval of the Board of Directors.

Section 7 - Audits. An independent certified public accountant shall be retained by the Board of Directors to make an annual examination of the financial accounts of the Council. A report of all examinations shall be submitted to the Board of Directors and to the Girl Scouts of the United States of America.

Section 8 - Financial Reports. A summary report of the financial operations of the Council shall be made at least annually to the membership, and to the public, in such form as the Board of Directors shall determine.

Section 9 - Legal Counsel. Independent legal counsel may be retained by the Board of Directors to:

- A. ensure compliance with federal, state, and local requirements;
- B. review and advise on any, and all, legal instruments the Council executes such as leases, contracts, property purchase or sale, and other legal matters; and
- C. review and advise on any official statements developed for the media (print, television, radio, Internet).

Section 10 - Investments. The Council shall have the right to retain or divest all, or any part, of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the decision of the Board of Directors, without being restricted to any class of investments by law, provided, however, that no action shall be taken by, or on behalf of, the Council if such action is a prohibited transaction under Ohio or federal law or would result in the denial to the tax exemption under Sections 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code and its regulations, as they now exist or as they may hereafter be amended.

Section 11 - Property. Title to all property, both real and personal, with the exception of troop/group equipment, shall be held in the name of the Council.

Section 12 - Indemnification. The Council shall indemnify to the full extent permitted by law against damages, judgments, settlements, cost, charges, and expenses incurred in connection with the defense of any action, suit or proceeding or any appeal there from, any person or his or her personal representative, made, or threatened to be made, a party to such action, suit, or proceeding, whether civil or criminal, by reason of the fact that such person is or was a trustee, director or officer of the Council, or a trustee, director or officer of any predecessor corporation by merger to the Council.

ARTICLE VII - BOARD COMMITTEES

Section 1 – Standing Committees: The standing committees of the Board of Directors shall be as follows:

- A. Communication,
- B. Finance,
- C. Fund Development,
- D. Human Resources,
- E. Program and Membership,
- F. Properties,
- G. Strategic Planning,
- H. and such other standing committees as established under Section 2 below.

Section 2 – Establishment of Other Committees: The Board of Directors may establish standing committees, special committees, and/or task groups as it deems necessary.

Section 3 - Appointment. The Chairperson of the Board shall appoint the chairperson and the members of committees subject to the approval of the Board of Directors. The Chairperson does not appoint the members of the Board Development Committee. The term of the chairpersons and members shall not exceed the length of the term of the Chairperson of the Board, or beyond completion of the assignment, whichever occurs earlier. Committees shall have no fewer than two (2) members and no more than ten (10) members. Membership on committees shall be open to all members, fourteen (14) years and older, who are annual or Lifetime members of Girl Scouts of the United States of America, and registered through the Council.

ARTICLE VIII - EXECUTIVE COMMITTEE

Section 1 - Composition. The Executive Committee shall include the officers of the Council and two (2) Directors-at-large elected by the Board of Directors from among its members. The Chief Executive Officer shall serve as a member without vote.

Section 2 - Authority Between Board of Directors Meetings.

- A. The Executive Committee shall exercise the authority of the Board of Directors between meetings of the Board of Directors, except that the Executive Committee shall not:
 - 1. adopt the budget;
 - 2. amend the Code of Regulations; or
 - 3. take action which is contrary to, or a substantial departure from, the direction established by the Board of Directors or which represents a major change in the affairs, business, or policy of the Council.
- B. The Chairperson of the Board shall, at the next Board of Directors meeting, submit a report of all actions taken during the Executive Committee Meeting.

Section 3 - Meetings. Meetings of the Executive Committee shall be called by the Chairperson of the Board. Notification of date, time, place, and purpose of the meeting shall be given in person or by standard postal mail, or electronically to each member of the Executive Committee.

Section 4 - Quorum. A majority of the members of the Executive Committee shall be present to constitute a quorum for the transaction of business.

Section 5 – Personnel Committee: The members of the Executive Committee shall serve as a Personnel Committee for the purpose of supervision and annual review of the Chief Executive Officer. The Personnel Committee is authorized to make adjustments to the compensation and benefits of the Chief Executive Officer based on the compensation guidelines established by the Board of Directors.

When it has completed its review of the Chief Executive Officer, the Personnel Committee shall give a general report to the Board of Directors.

ARTICLE IX – BOARD DEVELOPMENT COMMITTEE

Section 1 - Composition: There shall be a Board Development Committee of seven members plus the Chairperson. Two (2) of the members, inclusive of the Chairperson, shall be voting members of the Board of Directors, and a six (6) members shall be non-board members. All members of this committee must be an annual or Lifetime member of Girl Scouts of the United States of America, fourteen (14) years of age and older, and registered through the Council.

Section 2 - Responsibilities. The responsibilities of the Board Development Committee shall be:

- A. to recruit, review and confirm the qualifications of candidates for elected position in the Council;
- B. to provide to the General Assembly a slate of one candidate for each position to be elected, including officers, Directors-at-Large, Girl Directors-at-Large, Board Development Committee members, and delegates and alternates to the National Council of Girl Scouts of the United States of America;
- C. to develop in conjunction with the Board of Directors:
 - 1. Board orientation and education materials;
 - 2. Board development materials;
 - 3. Methods for identifying needed skills and talents for the Board of Directors and committees;
 - 4. Methods for succession planning; and
 - 5. Board annual self-assessment materials.
- D. to conduct Board orientation and Board development training sessions as needed and/or directed by the Board of Directors.

Section 3 - Nomination, Election, Qualifications and Term.

- A. **Nomination:** At the Annual Meeting the Board Development Committee shall provide the General Assembly a slate of one (1) candidate for each slot on the Board Development Committee to be filled at the election. This slate shall have been published in the notice of the meeting. Following the presentation of the Board Development Committee's Nomination Report, the Chairperson of the Board shall accept nominations from the floor, in accordance with the procedure described in Article II, Section 5 of this Code.
- B. **Election:** Members of the Board Development Committee shall be elected by the General Assembly in accordance with the procedure described in Article II, Section 5.
- C. **Qualifications:** Must be an annual or Lifetime member of Girl Scouts of the United States of America, fourteen years of age and older, registered through the Council and have met the qualifications as established by the Board Development Committee for the position

- D. **Term:** Members of the committee shall be elected by the members of the General Assembly for a term of two (2) years, or until their successors are elected and assume office. The Board Development Committee members shall serve staggered terms so that one half (1/2) of the members are elected in the each year. No member shall serve for more than two (2) consecutive terms. No member shall be eligible to run again until a span of one (1) year has elapsed since the end of the last term.

Section 4 - Vacancies: a vacancy in the membership of the Board Development Committee shall be filled by the affirmative vote of a majority of the voting members of the Board of Directors for the remainder of the unexpired term.

Section 5 - Selection and Term of Chair. The chair of the Committee shall be selected and appointed by the Board Chair from one of the members of the Council Board of Directors elected to the committee. The chair shall serve for a term of two (2) years, and may serve no more than two (2) consecutive terms as chair.

Section 6 - Meetings:

- A. **Regular Meetings:** The Board Development Committee shall meet at the call of the Chairperson of the Committee or as regulated in this Code or in Standing Rules.
- B. **Action Without a Meeting:** In an emergency or urgent situation, the Committee shall have the authority to meet electronically so long as every member has been notified, has access to the equipment necessary for communication during the meeting, and any action taken is subject to ratification at the next meeting.
- C. **Review and Research:** Committee members may review research papers, opinions, recommendations, and candidate's applications electronically or by standard postal mail, so long as this activity does not replace decision-making by the Committee.

Section 7 - Quorum: A majority of the Committee shall be present to constitute a quorum for the conduct of business either at a regular meeting or during action without a meeting.

ARTICLE X – MEMBERSHIP CONSTITUENCY

Section 1 - Geographic Subdivisions: The Board of Directors shall establish geographic subdivisions within the Council's jurisdiction. Each geographic subdivision shall be termed a Service Area.

Section 2 – Service Area Members: Each annual or Lifetime member of Girl Scouts of the United States of America, 14 years of age and older, and registered through the Council shall be a member of a Service Area. A person may be a member of only one Service Area.

Section 3 – Responsibilities: The Members residing within a specific Service Area shall:

- A. elect representation, in the form of Membership Delegates, to the General Assembly of the Council;
- B. provide a forum for communication between the Council members and the Board of Directors; and
- C. perform such other duties as may be given by the Board of Directors.

Section 4 - Voting Procedures. Each Service Area Member attending a Membership Meeting in a Service Area shall be entitled to one (1) vote. A Service Area Member shall vote in only one (1) Service Area. Elections shall be by show of voting cards or other means in uncontested elections. In the event of a contested election, those positions shall be elected by ballot vote. A majority shall elect. No proxy votes shall be permitted.

Section 5 – Service Area Membership Meetings. Service area membership meetings shall be held at least one (1) time each year. The election of Membership Delegates will be held during the meeting. Notification of the date, time, place and purpose of any meeting shall be published no fewer than thirty (30) calendar days before the meeting.

Section 6 - Special Membership Meetings. Special meetings, for a specific Service Area, may be called at the request of the Board of Directors, or upon written request of a majority of the elected Membership Delegates from that service area or fifty (50) Service Area Members. Notification of the date, time, place and purpose of the meeting shall be published no fewer than fourteen (14) days before the meeting.

Section 7 - Quorum. Twenty (20) voting members of the Service Area shall be present to constitute a quorum for the transaction of business.

Section 8 – Nomination, Election, Term, and Duties of the Membership Delegates:

- A. **Nomination:** Prior to the Membership Meeting in a Service Area, any Service Area Member who desires to be a candidate for the position of Membership Delegate shall complete a nomination form approved by the Board of Directors and return it to the Council Office by a deadline established by the Board of Directors. Additional candidates may be nominated from the floor provided that the potential candidate:
 - 1. Meets the qualifications for the position, and
 - 2. Agrees to serve if elected.

B. **Election:** The Service Area Members residing within each county of the Service Area shall be entitled to elect the following delegates based on the number of girls who are registered members of Girl Scouts of the United States of America as of September 30th of the previous membership year, registered through the Council, and residing within that county:

1. two (2) Membership Delegates;
2. one (1) additional Membership Delegate for up to fifteen hundred (1,500) girl members;
3. one (1) additional Membership Delegate for every fifteen hundred (1,500) girl members thereafter.
 - i. The prescribed figure of fifteen hundred (1,500) girls shall be adjusted by multiples of three hundred (300) when necessary to keep the total number of Membership Delegates above the minimum of sixty-seven (67). Adjustments shall be approved by the Board of Directors.

4. two (2) Alternate Membership Delegates

C. **Term:** Membership Delegates shall be elected for a term of two (2) years, or until their successors are elected and assume office. Membership Delegates shall serve staggered terms so that one-half (1/2) of the Delegates are elected each year. No Membership Delegate shall serve more than two (2) consecutive terms and may run again provided that a minimum of one (1) year has expired since the end of the last term in office.

D. **Duties:** Each Membership Delegate shall:

1. Act as a channel of two-way communication between members and the Council.
2. Understand the issues and concerns of members as well as appreciate Council-wide issues and needs in order to think globally for the good of the entire membership.
3. Attend all meetings of the General Assembly and all service area membership meetings.

Section 9 – Nomination, Election, Term and Duties of the Chief Delegate:

A. **Nomination:** After the Membership Delegates have been elected, nominations from the floor shall be held for the position of Chief Delegate. To be eligible for nomination, the person shall:

1. be a Membership Delegate, and
2. be willing to serve if elected.

B. **Election:** The Membership Delegates elected in a Service Area shall elect the Chief Delegate using the method described in Article X, Section 4.

C. **Term:** The Chief Delegate shall be elected for a term of two (2) years, or until his or her successor is elected and assumes office, and only for as long as they are annual or Lifetime registered members of Girl Scouts of the United States of America, fourteen (14) years of age and older, and registered through the Council.

D. **Vacancy:** A vacancy in the office of Chief Delegate shall be filled by an affirmative vote of a majority of the voting members of the Board of Directors for the remainder of the unexpired term.

E. **Duties:** The Chief Delegate shall:

1. Assist in the coordination of the activities of the Membership Delegates.
2. Preside over the Membership Meeting in the Service Area
3. Conduct the election of Membership Delegates and a successor Chief Delegate in the Service Area;

Section 10 - Vacancies: Vacancies in the position of Membership Delegate or Chief Delegate shall be filled by an affirmative vote of a majority of the voting members of the Board of Directors for the remainder of the unexpired term.

Section 11 - Resignation: Resignation from the position of Membership Delegate or Chief Delegate shall be submitted in writing to the Chairperson of the Board of Directors or her/his designee at least ten (10) calendar days prior to the effective date.

ARTICLE XI - NATIONAL COUNCIL DELEGATES

Section 1 - Eligibility:

Delegates and Alternates to the National Council of the Girl Scouts of the United States of America shall be United States Citizens, 14 years of age and older. They shall be members of the Girl Scout Movement, registered through the Council at the time of election and throughout the term of service.

Section 2 - Election:

The Delegates and Alternates to whom the Council is entitled to elect to the National Council of the Girl Scouts of the United States of America shall be elected in accordance with Article II, Section 5 of this Code in accordance with the time frame established by the Girl Scouts of the United States of America and shall serve a term of three (3) years or until their successors are elected and assume office.

Section 3 - Vacancies:

The Board of Directors or Executive Committee shall fill Delegate vacancies from among the elected Alternates. If there are not adequate Alternates to fill the Delegate positions, the vacancies may be filled from amongst the eligible members of the Council.

ARTICLE XII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall be the parliamentary authority governing the meetings of the General Assembly, the Board of Directors, and all committees and task groups, subject to the laws of Ohio, the Articles of Incorporation, this Code of Regulations, and any special rules of order adopted by the Council.

ARTICLE XIII - AMENDMENTS

This Code of Regulations shall be amended or revised by a two-thirds (2/3) vote of the voting members of the General Assembly participating and voting at any properly called meeting of the General Assembly where a quorum is present provided that the proposed amendment(s) or revision(s) have been included in the notice of the meeting.

Court of Common Pleas, Carroll County, Carrollton Ohio

FILED

Summons

Rule 4 1970 Ohio Rules of Civil Procedure

2012 MAR 12 AM 7:32

Case No: 2012CVH27083

CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

LYNN RICHARDSON
100 WANDLE AVE
BEDFORD OH 44146

PLAINTIFF

vs

Summon on Complaint

GIRL SCOUTS OF NORTH EAST OHIO
C/O BDB AGENT CO, STAT AGENT
3800 EMBASSY PARKWAY, SUITE 300
AKRON OH 44333

DEFENDANT

To the below named Defendant

GIRL SCOUTS OF NORTH EAST OHIO
C/O BDB AGENT CO, STAT AGENT
3800 EMBASSY PARKWAY, SUITE 300
AKRON OH 44333

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this Court by the Plaintiff.

You are required to serve upon the Plaintiff's attorney or upon the Plaintiff if (he/she) has no attorney of record a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this Court within three (3) days after service on Plaintiff's Attorney.

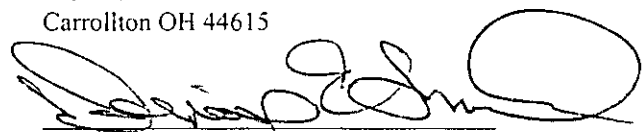
The name and address of the Plaintiff's Attorney is as follows:

MARK J SCARPITTI
DAY KETTERER LTD
200 MARKET AVENUE NORTH
CANTON, OH 44702

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

Date: March 12, 2012

William R. Wohlwend, Clerk of Court
P.O. Box 367
Carrollton OH 44615


Chief Deputy/Deputy

AKRON OH 44333 Zone-1	\$6.05
Priority Mail	
2 lb. 0.50 oz.	
Expected Delivery: Tue 03/13/12	
Return Rcpt (Green Card)	
Certified	\$2.35
Label #: 71124369468020768835	\$2.95
Customer Postage	-\$10.54
Subtotal:	\$0.81
Issue PVI:	=====
	\$0.81

CRTR5925

Summary

2012 03 1636

Case NumberStatusJudge

2012CVH27083

Open

OLIVITO JR, DOMINICK E

In The Matter OfAction

RICHARDSON, LYNN et al-vs- GIRL SCOUTS OF NORTH EAST OHIO

JUDGE MARY MARGARET ROWLANDS
OTHER CIVILParty

RICHARDSON, LYNN

PLNTF

Attorneys

SCARPITTI, MARK J

GIRL SCOUTS OF NORTH EAST OHIO

DFNDT

HANIGOSKY, LUCIA

PLNTF

SCARPITTI, MARK J

RINGLE, COREY ANN

PLNTF

SCARPITTI, MARK J

SPILKER, LOU

PLNTF

SCARPITTI, MARK J

WINTER-CHURCHILL, KERRIN

PLNTF

SCARPITTI, MARK J

OPPENHEIMER, RACHEL

PLNTF

SCARPITTI, MARK J

Opened

03/09/2012

Disposed

Undisposed

Case TypeCVH - OTHER
CIVILComments:

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
1	03/09/12	DEPOSIT RECEIVED Attorney: DAY KETTERER LTD (DAY) Receipt: 34206 Date: 03/09/2012	106.00	0.00
2	03/09/12	VERIFIED COMPLAINT FOR DERIVATIVE ACTION, DECLARATORY JUDGMENT, IMJUNCTIVE AND OTHER RELIEF FILED ALONG WITH VERIFICATION /S/ LUCIA HANIGOSKY, COREY ANN RINGLE, LOU SPILKER, KERRIN WINTER-CHURCHILL, RACHEL OPPENHEIMER, LYNN RICHARDSON, REQUEST FOR SERVICE AND EXHIBITS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" AND "M". Receipt: 34206 Date: 03/09/2012 Attorney: SCARPITTI, MARK J (0074953)	69.00	0.00
3	03/09/12	MOTION FOR PRELIMINARY INJUNCTION FILED ALONG WITH MEMORANDUM IN SUPPORT, REQUEST FOR SERVICE AND EXHIBIT "A". (COPY TO A/C) Attorney: SCARPITTI, MARK J (0074953)	0.00	0.00
4	03/12/12	SUMMONS ALONG WITH A COPY OF THE COMPLAINT AND THE MOTION ISSUED BY CERTIFIED MAIL.	4.00	0.00

Receipt: 34273 Date: 03/16/2012

CRTR5925

Summary

2012CVH27083 RICHARDSON, LYNN et al-vs- GIRL SCOUTS OF NORTH EAST OHIO

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
5	03/12/12	Issue Date: 03/12/2012 Service: CIVIL SUMMONS WITH COMPLAINT Method: CERTIFIED MAIL Cost Per: \$ 9.00		9.00	0.00
<p>GIRL SCOUTS OF NORTH EAST OHIO C/O BDB AGENT CO, STAT AGENT 3800 EMBASSY PARKWAY, SUITE 300 AKRON, OH 44333 Tracking No: 71124369468020768835</p> <p>Receipt: 34273 Date: 03/16/2012</p>					
6	03/12/12	EXTRA POSTAGE (REALLY HEAVY) 34273 Date: 03/16/2012	Receipt:	5.00	0.00
7	03/12/12	HEARING SET: Event: INJUNCTION HEARING Date: 03/21/2012 Time: 2:00 pm Judge: OLIVITO JR, DOMINICK E Location: COMMON PLEAS COURTROOM		0.00	0.00
8	03/14/12	SUCCESSFUL SERVICE Method : CERTIFIED MAIL Issued : 03/12/2012 Service : CIVIL SUMMONS WITH COMPLAINT Served : 03/13/2012 Return : 03/14/2012 On : GIRL SCOUTS OF NORTH EAST OHIO Signed By : RON CIRULLO ? Reason : SUCCESSFUL SERVICE Comment : Tracking #: 71124369468020768835		0.00	0.00
9	03/16/12	COSTS FOR COPIES 03/16/2012	Receipt: 34273 Date:	48.00	0.00
10	03/16/12	JUDGMENT ENTRY FILED; THIS MATTER IS TRANSFERRED TO THE COURT OF COMMON PLEASE OF SUMMIT COUNTY FOR FURTHER HANDLING. THE TRANSFER SHALL BE EXPEDITED GIVEN THE CIRCUMSTANCED OF THIS CASE. EXCEPTIONS TO THE PLAINTIFFS ARE NOTED. Receipt: 34273 Date: 03/16/2012 222-318-		4.00	0.00
11	03/16/12	STENO FEE 03/16/2012	Receipt: 34273 Date: 03/16/2012	8.00	0.00
12	03/16/12	CERTIFICATE OF MAILING ISSUED 34273 Date: 03/16/2012	Receipt:	2.50	0.00

CRTR5925

Summary

2012CVH27083 RICHARDSON, LYNN et al-vs- GIRL SCOUTS OF NORTH EAST OHIO

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
13	03/16/12	CASE MAILED TO SUMMIT COUNTY COMMON PLEAS COURT BY REGULAR U.S. MAIL WITH CERTIFICATE OF MAILING ATTACHED. Receipt: 34273 Date: 03/16/2012	6.00	0.00
14	03/16/12	BALANCE OF DEPOSIT TRANSFER TO SUMMIT COUNTY COMMON PLEAS COURT ALONG WITH THE CASE FILE	19.50	0.00

Totals By: COST		
DEPOSIT	155.50	0.00
INFORMATION	106.00	0.00
PAYMENT	0.00	0.00
	19.50	0.00

*** End of Report ***

DANIEL M. HERRIGAN
2012 MAR 21 PM 3:35

SUMMIT COUNTY
CLERK OF COURTS

FILED

2012 MAR 16 PM 12:31

CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

IN THE COURT OF COMMON PLEAS
CARROLL COUNTY, OHIO

2012 03 1636

JUDGE MARY MARGARET ROWLANDS

LYNN RICHARDSON, et al.

Plaintiffs

v

GIRL SCOUTS OF NE OHIO

Defendant

) CASE NO. 2012CVH27083
)
) JUDGE DOMINICK E. OLIVITO, JR.
)
) ORDER
)
)
)

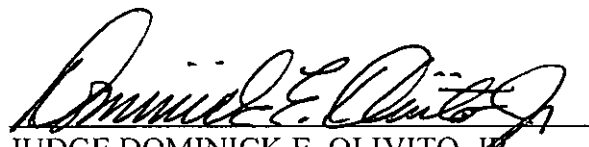
222 PAGES 318

This matter came on to be heard by the Court at a telephonic hearing on March 16, 2012. Present were counsel for the Plaintiffs, Hamilton DeSaussure, Jr., Mark Scarpitti and Kristen Moore. Present for the Defendant were Attorneys David Bertsch and Douglas Godshall.

Upon oral Motion of the Defendant for change of venue, and after hearing Plaintiffs' objections and arguments, the Court finds the Motion well taken and is hereby sustained.

It is hereby ORDERED, ADJUDGED AND DECREED that this matter is transferred to the Court of Common Pleas of Summit County for further handling. The transfer shall be expedited given the circumstances of this case.

Exceptions to the Plaintiffs are noted.


JUDGE DOMINICK E. OLIVITO, JR.

Approved as to form only:

Approved via email 3/16/12

Hamilton DeSaussure (0023516)

Mark J. Scarpitti (0074953)

Kimberly K. Wyss (0061887)

Kristen S. Moore (0084050)

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Counsel for Plaintiffs

Approved by:

222 319

Approved via e-mail 3/16/12

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dngodshall@pelini-law.com

Counsel for Defendant

STATE OF OHIO)
COUNTY OF CARROLL)

LYNN RICHARDSON, et al
PLAINTIFF

vs

GIRL SCOUTS OF NE OHIO

DEFENDANT

IN THE COURT OF COMMON PLEAS

2012 MAR 21 PM 3:35

SUMMIT COUNTY
CLERK OF COURT

CASE NO. 2012CVH27083

JUDGE DOMINICK E. OLIVITO, JR.

2012 03 1636

NOTICE OF HEARING

JUDGE MARY MARGARET ROWLANDS

DATE: MARCH 9, 2012

This is to inform you that the following hearing will be held in CARROLL COUNTY COMMON PLEAS COURT, COURTHOUSE, 4TH FLOOR, CARROLLTON, OH

TYPE OF HEARING----- PRE-TRIAL AND INJUNCTION

DATE-----MARCH 21, 2012 AT 2:00 P.M.

Local court rules require the personal attendance of parties at all pre-trial conferences as well as a corporate officer or representative of any insurance carrier, if applicable to the case, unless excused in advance by the Court

Default Judgment Hearings (require no appearance if accompanied by a Judgment Entry and if no personal testimony is necessary to establish the case.)

Dissolution of Marriage: Attorney shall notify both parties of hearing date and both parties shall be PRESENT for hearing. Also, counsel will kindly bring to hearing Decree of Dissolution.

COMMON PLEAS COURT
CARROLL COUNTY, OHIO
Jewel A. Gallon
Court Administrator
Phone (330) 627-2450
Fax (330) 627-0985

MARK J. SCARPITTI, ESQ
GIRL SCOUTS OF NE OHIO

CONTINUANCES

If a continuance becomes necessary (and no other person is available to handle this matter for you) C.P. Sup. R. 7(A) will control and the following procedure will be necessary:

1. Call this office (330) 627-2450 and get several possible available dates,
2. Call each attorney and confirm a date agreeable to everyone,
3. Call this office back immediately with one of the available dates and times which will be convenient for everyone,
4. Send a Motion to Continue and a Judgment Entry (for the Judge to sign) immediately; giving the reason for the continuance and stating the date and time agreed upon by everyone and cleared by this office.