

SETTLEMENT AGREEMENT

This Settlement Agreement is made as of this 2nd day of January, 2013 by and among (i) Ruth Deddens, Ethel Borel-Donohue, and Bryan Kemper ("Plaintiffs") and (ii) Warren County Montgomery County Community College District, Sinclair Community College Board of Trustees, Steven Lee Johnson, Charles J. Gift, and all other Defendants ("Defendants") in the case styled Ruth Deddens, et al. v. Warrant County Montgomery County Community College District, et al., Case No. 3:12-CV-002222, Southern District of Ohio, Western Division (Dayton) "(Subject Lawsuit)", as detailed herein.

WHEREAS, Plaintiffs brought the Subject Lawsuit suit against Defendants to challenge the policies, practices and procedures of Defendants relative to free speech activities on the property owned and controlled by Defendants, including the then-existing version of the Campus Access Policy and the Student Code of Conduct (collectively, the "Old Policies"); and

WHEREAS, Defendants, as an institution of higher education and officers and employees thereof, place great value on the free exchange of ideas and were in the process of revising the Old Polices to remove impediments to such exchanges before the Subject Lawsuit was filed; and

WHEREAS prior to the execution of this Agreement, Defendants amended both the Campus Access Policy and the Student Code of Conduct. Copies of the amended policies are attached hereto as Exhibit A and Exhibit B (the "New Policies"); and

WHEREAS, it is Plaintiffs' desire to settle all of their claims against Defendants, including but not limited to, all claims set forth in the Subject lawsuit;

NOW THEREFORE, the parties agree to settle such claims on the following terms:

1. Defendants will not revert to the Old Policies.
2. Within twenty-one (21) days of the execution of this Settlement Agreement ("Settlement Agreement"), Sinclair Community College will pay (\$9,681) (the "Settlement Payment"), to Plaintiffs and their attorneys. Upon receipt, Plaintiffs shall acknowledge the sufficiency of these funds.
3. Plaintiffs, for themselves and all of their employees, spouses, children, servants, agents, legal and personal representatives, successors and assigns, past, present and future, fully release and forever discharge Defendants, and each of their respective affiliates, members, officers, directors, employees, servants, agents, legal and personal representatives, insurers, bonding companies, sureties, successors and assigns, past, present, and future (the "Released Parties"), from any and all claims, rights, demands, actions, damages, and causes of action, whether in law or in equity, contract or tort, known or unknown, fixed or contingent, liquidated or unliquidated, including but not limited to those set forth in the Subject lawsuit (the "Claims"). Without limiting the foregoing statement, Plaintiffs specifically release any and all claims which they asserted or could have asserted under 42 U.S.C. § 1983 for any alleged violation of their civil rights and all claims which they may have under 42 U.S.C. § 1988 for attorney's fees.

4. This Settlement Agreement is intended to cover and include, and does cover and include, any and all future injuries, damages, claims, or other conditions either presently known to Plaintiffs, or not now known to Plaintiffs, or which may later develop or be discovered, including the effects or consequences thereof and including all causes of action therefore.

5. Within seven (7) days of Plaintiffs' attorneys' receipt of the Settlement Payment, Plaintiffs shall file a stipulation of dismissal of the Subject Lawsuit, which shall include a dismissal with prejudice of all their claims against Defendants.

6. Plaintiffs represent and warrant that they have not assigned or otherwise transferred, by way of subrogation, operation of law, or otherwise, any right to any other person or entity to assert any claims of any kind or character against Defendants. In the event that one or more of Plaintiffs have assigned those interests, rights and/or claims to any other party, or in the event any one Plaintiff, a Plaintiffs spouse or child should assert any claims of any kind or character against any one or more of the Defendants, then the Plaintiff making any such assignment or who may be related to the person asserting any such claim hereby agree to indemnify Defendants and their insurers and agree to hold them harmless from any claims brought by any other party that seek to recover damages in connection with the incident described herein. Plaintiffs further agree to be responsible for any fees and expenses, including attorney fees, incurred by Defendants and their insurers should any claims be brought by any other party

7. Plaintiffs acknowledge and represent that this Settlement Agreement and the release herein evidences the settlement of disputed claims and that the consideration for such is not and shall not be construed to be an admission of liability by Defendants, as the same is and always has been expressly denied. It is further understood and agreed that the consideration as referenced herein is made entirely for the purposes of avoiding any cost associated with litigation and to settle and extinguish all actions, causes of action, suits, proceedings, damages claims, and rights of Plaintiffs against Defendants. By tendering the aforesaid consideration, Defendants do not admit any violation of law, liability, or otherwise or arising out of the interaction with Plaintiffs by Defendants and any such liability is expressly denied by them.

8. This Settlement Agreement has been, and shall for all purposes be deemed to have been, executed and delivered within the state of Ohio, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the state of Ohio. This Settlement Agreement is the entire agreement with respect to the subject matter hereof. It supersedes all prior and contemporaneous and oral and written agreements and discussions. It may be amended only by an agreement in writing. This Settlement Agreement is binding upon, and shall benefit Plaintiffs, and their respective agents, members, partners, insurers, employees, representatives, assigns, heirs, and successors in interest. Plaintiffs and/or their counsel have cooperated in, and in any construction to be made of this Settlement Agreement, shall be deemed to have cooperated in, the drafting and preparation of this Settlement Agreement.

9. Plaintiffs declare that they have read this Settlement Agreement, fully understand its terms, and voluntarily accept the consideration as set forth hereinabove for the purposes of making a full and complete compromise, adjustment and settlement of all claims and potential claims which Plaintiffs have against Defendants including but not limited to all claims and potential claims which are

or could have been brought in the Subject Lawsuit.

10. For convenience of Plaintiffs, this Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of them shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, having read and understood this Settlement Agreement, have voluntarily and with full knowledge executed by each of the parties so signing on the date by which they appeared before a Notary Public for the state in which the Settlement Agreement was signed.

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