

**TOLEDO COMMUNITY FOUNDATION, INC.**  
**Fund Agreement**

Leonard H. Rosenberg, Trustee, (hereinafter referred to as the "Donor") hereby gives, conveys and assigns to the Toledo Community Foundation, Inc. (hereinafter referred to as the "Foundation"), a public charity described in sections 501 (c) (3) and 170 (b) (1) (A) (vi) of the Internal Revenue Code, the following property:

\$125,000 from the Leonard H. Rosenberg Trust, at the death of Leonard H. Rosenberg

To have and to hold the same absolutely, upon the terms and conditions set forth in the Articles of Incorporation and Code of Regulations of the Foundation, and further subject to the following provisions and conditions:

1. The gift shall be known as the Leonard H. Rosenberg Fund for the City of Toledo's Swimming Facilities (hereinafter referred to as the "Fund").

2. Available annual distributions (according to the Foundation's spending guidelines) from the Fund shall be made to the City of Toledo (or its successor-in-interest) to be used for the following purpose(s) as permitted by Internal Revenue Code Section 170:

To support the operation and maintenance of the City of Toledo's public swimming facilities.

In order to receive distributions from the Fund an organization must be described in section 501 (c) (3) of the Internal Revenue Code or be a unit of government.

If, in the future, the City of Toledo no longer operates public swimming facilities, annual distributions from the Fund shall be made to either the JCC/YMCA pool in Sylvania, OH and/or other organizations located in the greater Toledo area which operate public swimming facilities, provided that such organizations are described in section 501 (c) (3) of the Internal Revenue Code or are a unit of government.

3. The Fund may be increased by additional gifts by the Donor or others, and any such additional gifts shall be held subject to the provisions and conditions herein stated.

4. It is understood and agreed that in the event there are liabilities associated with assets given to this Fund, such liabilities become liabilities of this Fund only and not of the Foundation or of any other component Fund.

5. It is intended that the Fund shall be a component part of the Foundation, and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509 (a) of the Internal Revenue Code.

This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations

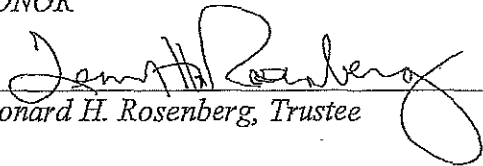
issued pursuant thereto. The Foundation is authorized to amend this agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

6. The assets of the Fund may be commingled for investment purposes with the assets of other gifts made to the Foundation.

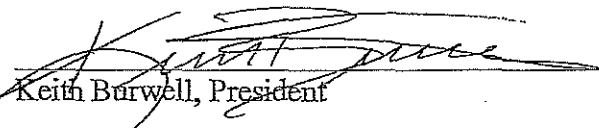
7. The Donor's expressed desire with regard to the Fund shall be respected and observed, subject however, in every case to the condition that if and whenever circumstances shall appear to the Board of Trustees of the Foundation to render unnecessary, impractical or impossible compliance with the terms of the Fund, the Board of Trustees shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served without regard to and free from any specific restriction, limitation or direction imposed by the Donor.

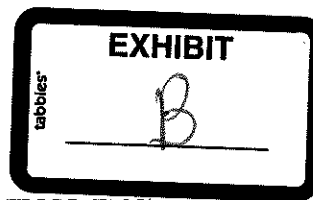
Agreed to and signed this 4th day of December, 2015

DONOR

  
\_\_\_\_\_  
Leonard H. Rosenberg, Trustee

TOLEDO COMMUNITY FOUNDATION, INC.

  
\_\_\_\_\_  
Keith Burwell, President



**TOLEDO COMMUNITY FOUNDATION, INC.**  
**Fund Agreement**

Leonard H. Rosenberg, Trustee (hereinafter referred to as the "Donor") hereby gives, conveys and assigns to the Toledo Community Foundation, Inc. (hereinafter referred to as the "Foundation"), a public charity described in sections 501 (c) (3) and 170 (b) (1) (A) (vi) of the Internal Revenue Code, the following property:

\$125,000 from the Leonard H. Rosenberg Trust, at the death of Leonard H. Rosenberg

To have and to hold the same absolutely, upon the terms and conditions set forth in the Articles of Incorporation and Code of Regulations of the Foundation, and further subject to the following provisions and conditions:

1. The gift shall be known as the Leonard H. Rosenberg Fund for the City of Toledo's Canine Unit (hereinafter referred to as the "Fund").

2. Available annual distributions (according to the Foundation's spending guidelines) from the Fund shall be made to the City of Toledo (or its successor-in-interest) to be used for the following purpose(s) as permitted by Internal Revenue Code Section 170:

To support the purchase of, training of and care of the dogs of the City of Toledo's Canine Unit.

In order to receive distributions from the Fund an organization must be described in section 501 (c) (3) of the Internal Revenue Code or be a unit of government.

If, in the future, the City of Toledo no longer maintains a department or unit which utilizes trained canines for either law enforcement and/or search and rescue, distributions from the Fund shall be made to organizations located in the greater Toledo area which train and care for canines involved in law enforcement, search and rescue operations, etc., provided that such organizations are described in section 501 (c) (3) of the Internal Revenue Code or are a unit of government.

3. The Fund may be increased by additional gifts by the Donor or others, and any such additional gifts shall be held subject to the provisions and conditions herein stated.

4. It is understood and agreed that in the event there are liabilities associated with assets given to this Fund, such liabilities become liabilities of this Fund only and not of the Foundation or of any other component Fund.

5. It is intended that the Fund shall be a component part of the Foundation, and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509 (a) of the Internal Revenue Code.

This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations

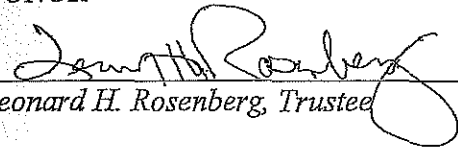
issued pursuant thereto. The Foundation is authorized to amend this agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

6. The assets of the Fund may be commingled for investment purposes with the assets of other gifts made to the Foundation.

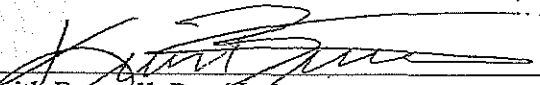
7. The Donor's expressed desire with regard to the Fund shall be respected and observed, subject however, in every case to the condition that if and whenever circumstances shall appear to the Board of Trustees of the Foundation to render unnecessary, impractical or impossible compliance with the terms of the Fund, the Board of Trustees shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served without regard to and free from any specific restriction, limitation or direction imposed by the Donor.

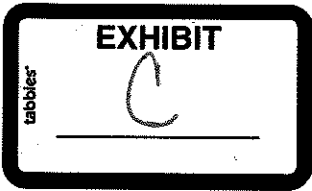
Agreed to and signed this 7<sup>th</sup> day of December, 2015

DONOR

  
Leonard H. Rosenberg, Trustee

TOLEDO COMMUNITY FOUNDATION, INC.

  
Keith Barwell, President



**AGREEMENT**

**This Agreement** is made by and between James C. Anderson, as Trustee of the Leonard H. Rosenberg Trust (hereinafter referred to as the "Trust") and the Toledo Community Foundation, Inc., (hereinafter referred to as the "Foundation" as administrators of the Leonard H. Rosenberg Fund for the City of Toledo's Canine Unit (hereinafter referred to as the "Canine Fund") and the City of Toledo (hereinafter referred to as the "City") as the beneficiary of the Canine Fund.

**WHEREAS**, the Canine Fund has been established by the Trust; and

**WHEREAS**, the parties to this Agreement have agreed as to how Leonard H. Rosenberg as Donor is to be honored regarding his donation to the Canine Fund.

**NOW, THEREFORE**, it is agreed that, pursuant to the direction of the Trustee as to the design of the patch, the City will create a patch to be worn on the uniform of all K-9 Officers with Leonard H. Rosenberg's name displayed on the patch. The Trustee shall select the design for the patch after consultation with the City. The City will put up a plaque with Mr. Rosenberg's name to be publicly displayed at the central police station in Downtown Toledo. In the event the central police station is moved to another location in the future, the plaque shall be moved and displayed there. Also, presently there is a new canine named "Lenny" on duty in honor of Mr. Rosenberg. In the future, when Lenny is no longer serving the City, the City agrees that the replacement dog shall be named "Rosie" if a female and "Lenny" if a male so that there is always a dog with one name or the other in service as long as the City of Toledo Police Department has a canine unit.

Agreed to and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The Toledo Community Foundation, Inc.

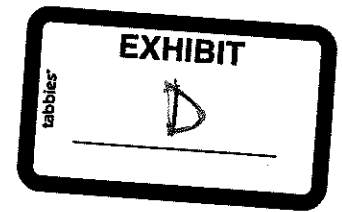
The Leonard H. Rosenberg Trust

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
James C. Anderson, Trustee

The City of Toledo

By: \_\_\_\_\_  
Wade Kapszukiewicz, Mayor



## AGREEMENT

**This Agreement** is made by and between James C. Anderson, as Trustee of the Leonard H. Rosenberg Trust (hereinafter referred to as the "Trust") and the Toledo Community Foundation, Inc., (hereinafter referred to as the "Foundation" as administrators of the Leonard H. Rosenberg Fund for the City of Toledo's swimming facilities (hereinafter referred to as the "Pool Fund") and the City of Toledo (hereinafter referred to as the "City") as the beneficiary of the Pool Fund.

**WHEREAS**, the Pool Fund has been established by the Trust; and

**WHEREAS**, the parties to this Agreement have agreed as to how Leonard H. Rosenberg as Donor is to be honored regarding his donation to the Pool Fund.

**NOW, THEREFORE**, it is agreed that the City of Toledo program to teach area children how to swim will be named and hereinafter referred to as "The Leonard H. Rosenberg City of Toledo Swim Lesson Program". It is further agreed that all the promotional material used in connection with this program will be branded this way.

Agreed to and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The Toledo Community Foundation, Inc.

By: \_\_\_\_\_  
President

The City of Toledo

By: \_\_\_\_\_  
Wade Kapszukiewicz, Mayor

The Leonard H. Rosenberg Trust

By: \_\_\_\_\_  
James C. Anderson, Trustee