

DEVELOPMENT AGREEMENT

Between

THE VILLAGE OF BOLIVAR

And

LAKE REGION DEVELOPMENT CO., LTD.

This Development Agreement is entered into as of _____, 2012 between the **VILLAGE OF BOLIVAR**, Ohio (the "Village") and **LAKE REGION DEVELOPMENT CO., LTD.**, the permitted assignee of Lake Region Oil, Inc. (the "Owner"), under the following terms and conditions (capitalized terms are used with the meanings given them in Appendix 1):

Recitals

- A. The Village Council for the Village of Bolivar, Ohio, has provided proper notice seeking bids from persons interested in purchasing approximately 65.2 acres of land belonging to the Village, more commonly known as the Burfield property, described in "Exhibit A" attached hereto (the "Sale Property"). The Village has declared that the Sale Property is no longer necessary for the Village purposes and authorized its sale by Ordinance on May 7, 2012. The sale of the Sale Property has been determined by the Village to be reasonable and necessary for the good of the Village.
- B. The Village has determined that certain restrictions on use shall be imposed upon the Sale Property as beneficial and appropriate for the Village as more fully set forth in Section 2.4 hereafter.
- C. Village Council determined that the Owner was the highest and best bidder on the Sale Property and adopted the Sale Ordinance on August 6, 2012, accepting Owner's bid and authorizing entering into a contract for the sale of the property, assuming that both parties shall agree to the terms of the agreement.
- D. In order to carry out the public purpose and to comply with the requirements of Sale Ordinance, the Village and Owner desire to enter into this Development Agreement to provide for the completion of the Project. The Owner desires to purchase the Sale Property and to perform such other actions required of the Owner by the Village as described in this Development Agreement.
- E. As a part of the sale of the property, the Village understands and acknowledges that the Owner shall seek annexation and rezoning of a certain property currently owned by Owner, and/or controlled by Owner located north of the Sale property and shown for illustrative purposes on "Exhibit B" attached hereto (the "Annexation Property"). The Village shall support the annexation of the Annexation Property. The Village further

understands that Owner plans to seek rezoning of the Annexation Property for the purposes of conducting sand and gravel operations on said Property, and that the Owner shall seek rezoning of the Sale Property pursuant to future development plans (but that under no circumstances shall any such plans violate the agreed-upon restrictions placed on the Sale Property). The Village has determined that the annexation of the Annexation Property and the rezoning of the Sale Property and the Annexation Property, as a sand and gravel mining operation consistent herewith, as provided herein are beneficial and appropriate for the Village.

- F. The Village has determined that the development of the Project by the Owner on the Sale Property and the Development Property and fulfillment generally of the terms of this Development Agreement, are generally in the best interests of the Village.

The parties agree as follows:

Article I The Village

Section 1.1. Representations.

The Village makes the following representations:

- (a) It is a political subdivision, duly organized and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter, to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its Village Council has duly authorized the signing, delivery, and performance of this Development Agreement.

Section 1.2. Annexation of Annexation Property.

Subject to the terms of this Development Agreement, the Owner agrees to timely complete all actions necessary to apply for annexation of the Annexation Property under O.R.C. §709.02. Subject to the terms of this Development Agreement, the Village agrees to cooperate with Owner and undertake all necessary actions under O.R.C. §709.02, (potentially including entering into an Annexation Agreement with Lawrence Township, Tuscarawas County, Ohio) and approve all necessary legislation to accept the Annexation Property currently owned by an entity affiliated and controlled by the owner of Owner, which is adjacent to the Sale Property and is currently situated in Lawrence Township, in accordance with the time schedule provided in

this Development Agreement. Owner agrees that Owner will not need any Village services as part of the Annexation.

Section 1.3. Rezoning for Sale Property and Annexation Property.

Owner shall timely complete all actions necessary to seek proper rezoning of both the Sale Property and the Annexation Property pursuant to Owner's plan to develop both properties. The Village shall cooperate with and support the reclassification of the zoning of the Sale Property and the Annexation Property, upon receipt of Owner's petition for re-zoning, which shall include the specific right of use of a portion of the Sale Property by Owner to complete an access drive/road between State Route 212 and the Annexation Property for truck travel, as set forth herein. It is understood by both parties that the reclassification of the Annexation Property shall include the additional and specific use of dredge, surface and strip mining activities in accordance with all applicable requirements imposed by the Ohio Department of Natural resources on said activities and operations, as updated. Provided that the Owner's rezoning petition is consistent with the terms hereof, the Village shall consent, as the "property owner", as part of Owner's petition for re-zoning of the Sale Property to allow the rezoning of the same to be initiated prior to the Closing of the Sale Property. Owner further understands that the rezoning process for both Properties shall require a public hearing per the Zoning Ordinance of the Village of Bolivar. Subject to the required rezoning procedures and public hearings, by adopting this Development Agreement, **Village Council acknowledges and affirms its support** for the continued agricultural use of the Sale Property and for the rezoning of the Sale Property for a proposed mixed-use of residential and light commercial **uses including access to/from the Annexation property and S.R. 212,** and for the rezoning of the Annexation Property for dredge, surface and strip mining activities in accordance with all applicable requirements imposed by the Ohio Department of Natural resources on said activities and operations, as updated.

**Article II
The Owner**

Section 2.1. Owner Representations. The Owner makes the following representations:

- (a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of Ohio.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.

- (e) Its board of managers has duly authorized the signing, delivery, and performance of this Development Agreement.

Section 2.2. Obligations of Owner. The Owner is responsible for performing its obligations under the Sale Ordinance and hereunder, promptly within the time periods as set forth in this Development Agreement.

Section 2.3. Acquisition of Sale Property. The Owner and the Village shall immediately undertake all required acts for Village to convey and Owner to purchase fee title to all of the Sale Property, and for Owner to pay all costs associated with this acquisition of title.

Section 2.4. Restrictions on Use. **The Owner understands and recognizes that the Village shall record with the County Recorder a Declaration of Covenants and Restrictions for the Sale Property for the primary purpose of protecting the Village’s water fields.** The Owner agrees for itself, and its successors and assigns, and every successor in interest to the Sale Property or any part thereof, to abide by the Covenants and Restrictions set in this Declaration, and to ensure that the Owner and any successors and assigns must use, develop, and redevelop the Sale Property in accordance with the Declaration and this Development Agreement, and further agrees for itself and its successors and assigns that this Declaration shall run with the land and will be included in any future deed by the Owner conveying the Sale Property or any part thereof and will be binding for the benefit and in favor of, and enforceable by the Village, against the Owner, its successors and assigns. This Declaration will be binding on the Owner and on each successor in interest to the Sale Property, and every part thereof. The Owner will take all actions, within its power, necessary to ensure that this Declaration will have priority over any interest in the Sale Property except for the Permitted Encumbrances. The Owner will cause this Development Agreement or an Affidavit of Agreement to be recorded in the real estate records of Tuscarawas County, Ohio (the “County”).

Article III

Owner’s Purchase of Sale Property

Section 3.1. Owner Purchase of Sale Property. Upon complete execution hereof, the Owner shall deposit the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) with the Village (the “Deposit”) under the terms hereof. Except as excused for a failure of a contingency hereinafter listed in Section 3.5, in the event that Owner decides to not to complete the purchase of the property for reasons other than the Village’s failure to perform the duties required under this Agreement, the Village shall retain the earnest money as liquidated damages in lieu of seeking actual damages. The parties hereto acknowledge that a breach of this agreement shall cause the Village to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Village of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof.

Section 3.2. Date of Transfer of Sale Property. The Village and the Owner must cooperate in good faith to close on the Sale Property on or Before December 15, 2012.

Section 3.3. Purchase Price. The purchase price for the Sale Property will be ONE MILLION ONE HUNDRED AND NO/100 DOLLARS (\$1,000,100.00).

Section 3.4. Termination of Owner's Obligation to Purchase. The Owner's obligations with respect to the transfer of the Sale Property are subject to the Owner's acceptance of the results, reports, or other information obtained in accordance with the Village's and the Owner's efforts to satisfy the contingencies described in this Section (the "Contingencies"). If the Owner determines that any of the results, reports or other information obtained as a result of the Village's or the Owner's efforts to satisfy the Contingencies are not acceptable to Owner, the Owner, in its sole discretion, may at any time prior to Closing elect to terminate the Owner's obligation to purchase the Sale Property. If the Owner determines that the Village has not faithfully and fully performed its obligations under the Development Agreement, or if the Village's performance of its obligations under the Development Agreement is not acceptable to the Owner, the Owner, in its sole discretion, at any time prior to Closing (the "Due Diligence Period"), may terminate its obligation to purchase the Sale Property. If the Owner elects to terminate the Owner's obligation to purchase the Sale Property, the Owner must provide written notice of the election to the other party on or before the last day of the Due Diligence Period and the parties will be entitled to any and all available remedies as described herein. Provided that the Owner has otherwise complied with its obligations relative to its Due Diligence, if Owner properly terminates this Agreement, Owner shall be entitled to a refund of the Deposit.

Section 3.5. Contingencies.

- (a) Environmental Inspection: The Owner shall, in good faith and with timely, reasonable best efforts, enter any portion of the Sale Property to conduct, at the Owner's expense, an environmental assessment or audit of the Sale Property including soil, groundwater and other testing or borings which must produce results acceptable to the Owner (the "Owner's Environmental Assessment"). The Owner must provide a copy of the Owner's Environmental Assessment to the Owner promptly after it is received by the Owner.
 - (i) Environmental Media. In the event the Owner's Environmental Assessment of any portion of the Sale Property includes the performance of any subsurface investigation, the Owner must make reasonable efforts to use techniques and practices to minimize the volume of soils, surface and groundwater collected or produced during the Owner's Environmental Assessment.
- (b) Property Inspection: The Owner has the right to conduct, at the Owner's expense, an inspection of any portion of the Sale Property and all improvements to determine if the property is in a condition, size, location and configuration satisfactory to the Owner.

- (c) Survey: The Village must provide, at the Owner's expense, during the Due Diligence, a duly certified survey of the Sale Property, containing a metes and bounds description and sufficient information acceptable to the Owner from a qualified surveyor, approved by the Owner.
- (d) Wetlands Assessments: The Owner has the right to obtain, at the Owner's expense, any wetlands assessments deemed necessary by the Owner, including a wetlands delineation, and has the right to confirm that the Sale Property Owner does not contain any wetlands that would, under applicable law, require a permit for construction on the Sale Property.
- (e) Geotechnical Assessment: The Owner has the right to obtain, at the Owner's expense, a geotechnical assessment and soils borings of the Sale Property Owner to determine that the load bearing capacities of the soils are acceptable to Owner.
- (f) Title Evidence: During the Due Diligence Period, the Owner's legal counsel shall review the title evidence containing any easements, conditions and covenants encumbering the Sale Property.
- (g) Development Covenants and Restrictions: This Development Agreement and any transfer of the Sale Property in accordance with this Development Agreement will be subject to a Declaration of Covenants, Conditions and Restrictions (the "Declaration") prepared by the Owner and imposed upon the entire Sale Property, consistent herewith.
- (h) Indemnity. The Owner releases the Village, and will indemnify, defend and hold the Village harmless from and against any and all claims or damages directly resulting from the Owner's inspection activities on the Sale Property.
- (i) Application for Annexation. The Owner is required to submit an application for annexation of the Annexation Property to the Commissioners of Tuscarawas County prior to September 31st, 2012.
- (j) Application for Rezoning. The Owner is required to submit applications for rezoning of both the Annexation Property and the Sale Property. The Owner must submit separate applications for both properties. The parties agree that Owner shall submit the rezoning application for the Annexation Property immediately upon being granted annexation by the Commissioners. The parties hereto understand and agree that the rezoning application for the Sale Property shall be submitted after Closing, as it cannot be granted until the Owner is officially the owner of the Sale Property.
- (k) Time is of the Essence. It is agreed by both parties that time is of the essence for all required actions contained in this Section 3.5, and that the Owner's failure to timely complete all required action under this Section shall be grounds for the Village's ability to keep the Owner's deposit under Section 3.1.

Section 3.6. Owner's Possession of Sale Property. The Owner will take possession of the Sale Property immediately upon Closing.

Section 3.7. Village's Representations, Warranties, and Indemnification. The Village represents and warrants to, and agrees to indemnify, the Owner with respect to the Sale Property as follows:

- (a) The performance of the transactions contemplated by the Village in this Article will not violate the provisions of any regulations, ordinance, decree or judgment of any court or governmental agency having jurisdiction over the Village or the Sale Property.
- (b) There is not now, nor will there be at the time of Closing, any suits, actions or proceedings pending or threatened against or relating to the Sale Property which would constitute "lis pendens" or be a cloud on marketable title.
- (c) There will be no outstanding agreements or leases of any kind with respect to the Sale Property, other than the bond granted to the Village by LaSalle Bank, which will be released at closing.
- (d) The Village is the fee simple owner and title holder of the Sale Property, and no other party has or will have any claim to the Sale Property by reason of any purchase and sale agreement, option to purchase, right of first refusal, land installment contract or other similar agreement or instrument or by dower, adverse possession or other prescriptive right, other than the bond as set forth in Subsection (c) above, which will be released at closing.
- (e) The Village has full power, authority and legal right to enter into this Development Agreement and to consummate the transactions described in this Article III.
- (f) No law, regulation, agreement, instrument, restriction, order or judgment prohibits the Village from consummating the transactions contemplated in this Article III.
- (g) There will be no pending condemnation or similar proceeding affecting the Sale Property.
- (h) The Village has no knowledge of existing violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting the Sale Property and the Village has received no written notice of any violation from any governmental authority.
- (i) No work has been performed or is in progress on the Sale Property at the Village's request and no materials have been furnished to the Sale Property

which may give rise to mechanic's, materialman's or other liens against the Sale Property or any portion thereof.

- (j) There are no actions, suits, claims, proceedings or causes of action that are pending or, to the best of the Village's knowledge, threatened or asserted against or affecting the Sale Property in any court or before any arbitrator, board or governmental or administrative agency.
- (l) The Village will indemnify, defend and hold harmless from and against any and all claims or damages directly resulting from the Village's failure to fulfill any representations and warranties described in this Section.

Section 3.8. Evidence of Title.

- (a) Within twenty (20) days after the execution of this Development Agreement, the Owner must obtain from Cornerstone Real Estate Title Company, Ltd. (the "Escrow Agent" or the "Title Company"), an owner's title insurance commitment for the Sale Property. The commitment must show marketable fee simple title to the Sale Property to be vested in the Village and must have attached legible copies of all instruments and other evidence of exceptions to title. The Owner has the right to have the commitment updated at Closing. At Closing, the Owner and the Owner's legal counsel must receive from the Title Company, a policy for the Sale Property in the amount of the Purchase Price. The policy must insure marketable fee simple title to the Sale Property to be vested in the Owner, subject only to current real estate taxes which are not yet due and payable, and any other matters as shown on the title commitment and approved by the Owner.
- (b) If title to the Sale Property is unmarketable, the Owner may: (i) terminate the transfer of Sale Property by written notice to the Owner and be entitled to any and all remedies described herein, or (ii) elect to receive the Sale Property. At Closing, the Village must sign an affidavit with respect to title matters as is required by the title insurer to provide to the Owner a title policy which does not contain any general or standard exceptions, including but not limited to, rights or claims of parties in possession, easements or claims of easements not shown by the public records, mechanic's lien rights, and taxes or special assessments not shown as existing liens by public records. As a condition precedent to the Owner's obligation to close, the Owner must have obtained at the Owner's cost any endorsements to the title policy as are reasonably required by the Owner.

Section 3.9. Payment of Closing Fees and Costs. At Closing, the Village must pay all transfer taxes, conveyance fees (if any), and deed preparation costs related to the transfer of the Sale Property. In addition, the Village and the Owner must pay equally all costs associated with the preparation of the title commitment, final policy, title policy premium and any and all escrow fees (collectively, the "Title Fees") at Closing. The Owner must pay any recording fees for the recordation of the deed of the Sale Property.

Section 3.10. Conveyance of Sale Property. The Village must convey, at Closing, marketable title in fee simple to the Sale Property, by a transferable and recordable general warranty deed.

Section 3.11. Closing. The Owner and the Village must mutually select and agree upon the Closing date and location, which date will not be a holiday or on a weekend, time to be between 9:00 a.m. and 4:30 p.m.

Section 3.12. Taxes and Assessments. At Closing, the Village must pay all delinquent taxes (if any). At Closing, the Village must pay all other unpaid real estate taxes that are a lien for years prior to Closing and a portion of these taxes for the year of Closing, prorated through the date of Closing based on a 365-day year and, if undetermined, on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, and other similar adjustments, whether or not certified. Prorations must be based upon the last available current tax duplicate.

Section 3.13. Remedies upon Default. If the transfer of the Sale Property described herein is not consummated because of the Village's failure or refusal to perform, the Owner will have available as a remedy all rights granted under law and equity, including, but not limited to, specific performance and injunctive relief.

Article IV Existing House on Sale Property

Owner understands and recognizes that the house currently existing on the Sale Property is sold As-Is, and that the Village has not made any representations or warranties, either express or implied, regarding this house. After Closing, the Owner will either cause the septic system servicing the existing house of the Sale Property to be put in proper working order, as inspected and approved by the County, or will cause the same to be connected to sanitary sewer.

OWNER HAS READ AND UNDERSTANDS THE ABOVE "AS IS" CLAUSE.

OWNER'S INITIALS _____ DATE _____

Article V Events of Default

Section 5.1. Event of Default. It will be an "Event of Default" by the Owner or the Village, as applicable, under this Development Agreement if:

- (a) The Owner fails to observe or perform any of the material covenants and obligations of Owner under this Development Agreement, and the failure continues for a period of 30 days after notice.

(b) The Village fails to observe or perform any of the material covenants and obligations of the Village under this Development Agreement, and the failure continues for a period of 30 days after notice.

Section 5.2. Remedies in Event of Default. During the continuance of an Event of Default, the Village, or the Owner will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Development Agreement, or by law or equity. Pursuit of any remedy by either party will not constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party's obligations under this Development Agreement. Forbearance by a party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default.

Article VI Miscellaneous

Section 6.1. Term of Agreement. This Development Agreement will be effective as of its date and will continue in full force and effect until completion of obligations of the parties under this Development Agreement.

Section 6.2. Discrimination Prohibited. The Owner must not, in the use and development of the Development Property, discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin or ancestry in the sale or other transfer of the Development Property, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the Village.

Section 6.3. Amendments and Waivers. This Development Agreement will not be amended, supplemented, or modified except by an instrument in writing, signed by the Village and the Owner.

Section 6.4. Entire Agreement. This Development Agreement sets forth the entire agreement between the parties as to its subject matter and merges and supersedes all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement.

Section 6.5. Counterparts. This Development Agreement may be signed in any number of counterparts, each of which constitute an original but all of which constitute one agreement. Any party to this Development Agreement may sign this Development Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Development Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Development Agreement may be combined to form multiple fully signed counterparts and (b) a facsimile transmission will be deemed to be an original signature for all purposes. All executed counterparts of this Development Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

Section 6.6. Notice. All notices, communications, requests and demands between the parties required or permitted to be given under this Development Agreement to be effective must be in writing (including without limitation by facsimile transmission), and, unless otherwise expressly provided, will be deemed to have been sufficiently given or made when physically delivered or mailed by U. S. registered or certified mail or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows, or to any address as may be notified in writing by the parties:

(a) Notices to the Village:

Village of Bolivar
Attention: Rebecca Hubble, Mayor
Attention: Jillian A. Daisher, Village Solicitor
109 Canal Street NW
Bolivar, Ohio 44612
Telephone: (330) 896-6615
Facsimile: (330) 896-6606

(b) Notices to the Owner:

Lake Region Development Co. Ltd.
Attention: Howard Wenger, President
26 North Cochran Street
P.O. Box 499
Dalton, Ohio 44618
Telephone: (330) 837-4767
Facsimile: (330) 828-8158

Section 6.7. Successors and Assigns. This Development Agreement will be binding upon and inure to the benefit of the Village, and the Owner, and their respective successors and assigns. The Owner may not assign this Development Agreement or any of its rights or obligations in whole or in part to any person without the prior written consent of the Village, which consent must not be unreasonably withheld.

Section 6.8. Governing Law. This Development Agreement and the rights and obligations of the parties under this Development Agreement will be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

Section 6.9. Severability. Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

The foregoing instrument was acknowledged before me on _____, 2012, by Rebecca Hubble, the Mayor of the Village of Bolivar, Ohio, an Ohio political subdivision, on behalf of the Village.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF STARK)

The foregoing instrument was acknowledged before me on _____, 2012, by Howard Wenger, President of Lake Region Development Co., Ltd. an Ohio limited liability company, on behalf of the company.

[SEAL]

Notary Public

My Commission Expires: _____

INDEX OF EXHIBITS

Schedule 1 – Definitions

Exhibit A – The Sale Property (65.2 Acres)

Exhibit B – The Annexation Property (182 Acres)

Schedule 1 Definitions

The following defined terms are used in the Development Agreement:

“Affidavit of Agreement” means an affidavit to be signed and delivered in accordance with Section 5301.252, Revised Code.

“Village” means the Village of Bolivar, Ohio.

“Closing” means the date of delivery to the Escrow Agent of the executed deeds transferring the Sale Property from the Village to the Owner.

“Contingencies” means the inspections, surveys, reports, assessments, title evidence, covenants, restrictions, and indemnifications and any obligations described in Section 3 to be performed by the Owner during the Due Diligence Period, the results and reports of which must be acceptable to the Owner prior to the transfer of the Sale Property at Closing.

“Development Agreement” means this Development Agreement, between the Village and the Owner dated as of _____, 2012, as amended and supplemented in accordance with its terms.

“Escrow Agent” means Cornerstone Real Estate Title Company, Ltd.

“Owner” means Lake Region Development Co., Ltd., an Ohio limited liability company.

“Permitted Encumbrances” means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title. The term does not include any mortgage lien, other liens or title exceptions that are superior to or on a parity with the covenants running with the land contained in the Development Agreement, except liens for real property taxes and special assessments.

“Project” means the sale of the Sale Property from Village to Owner, the annexation of the Annexation Property into the Village and the completion of the required zoning classifications for the Sale and Annexation Property.

“Sale Ordinance” means Ordinance No. _____, adopted August 6, 2012 by Village Council approving the sale of the Sale Property to Owner.

“Title Company” means Cornerstone Real Estate Title Company, Ltd.

EXHIBIT A

[Map of Sale Property – 65.2 Acres]

EXHIBIT B

LEGAL DESCRIPTION

[Annexation Property – 182 Acres]