

REAL ESTATE SALE CONTRACT

This Real Estate Sale Contract (the "Contract") is made as of the Effective Date (as defined below in Section 19), by and between **THE CITY OF MONROE, OHIO**, an Ohio municipal corporation ("Buyer"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Seller").

For good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties hereto, and in consideration of the premises, conditions and covenants herein contained, Buyer and Seller do hereby mutually agree as follows:

1. Contract to Buy and Sell: Seller hereby agrees to sell and convey, and Buyer hereby agrees to purchase an approximately 2.5 acre parcel of land (the "Property"), which is part of a larger 111.647 acre parcel of land owned by Seller, which larger parcel of land is commonly known as Butler County Auditor's Parcel Nos.: C1800-006-000-017; C1800-006-000-044; and C1800-005-000-081 and is located in the City of Monroe, Butler County, Ohio ("Parent Tract"). The Parent Tract is more particularly described on Exhibit A attached hereto. The Property is generally described on Exhibit B attached hereto. The terms of the purchase and the Purchase Price are set forth hereinafter.

2. Purchase Price: The "Purchase Price" for the Property shall be Sixty-Two Thousand Five Hundred Dollars (\$62,500) based on a purchase price of \$25,000 per acre. The Purchase Price shall be confirmed upon receipt of the Survey described in Section 4(c) herein. The Purchase Price shall be paid as follows:

(a) Simultaneous with Buyer's execution of this Contract, Buyer shall deposit the sum of Five Thousand Dollars (\$5,000) with Seller, as earnest money (the "Earnest Money") to apply toward the Purchase Price, to be held in escrow pending the Closing of this transaction. If Buyer, pursuant to Section 5(a) below, notifies Seller in writing within the Inspection Period of Buyer's election to terminate the Contract, or in the event Buyer is otherwise entitled to a return of the Earnest Money pursuant to the express terms of the Contract, then the Earnest Money shall be returned to Buyer. If Buyer, after satisfaction or waiver of the contingency set forth in Section 5(a), defaults in the performance of this Contract, then Seller shall promptly be paid the Earnest Money and Seller shall have all other rights and remedies against Buyer available at law or in equity, and Buyer's obligations in Section 5(b) shall survive such termination. If Seller defaults in the performance of this Contract, the Earnest Money shall be returned to Buyer as liquidated damages and Buyer's sole remedy, and Seller shall have no further liability hereunder and under no circumstances shall Seller be liable to Buyer for damages, whether actual, consequential, punitive, speculative, or otherwise.

(b) At Closing, subject to adjustments and prorations as set forth herein, Buyer shall pay to Seller the balance of the Purchase Price by wire transfer of immediately available United States funds.

3. Title. Title to the Property shall be conveyed to Buyer by limited warranty deed, subject to (i) zoning ordinances; (ii) legal highways and public rights-of-way; (iii) real estate taxes and assessments which are a lien on the Property but which are not yet due and payable; and (iv) easements, conditions, covenants and restrictions of record.

4. Taxes; Insurance; Subdivision.

(a) At the Closing, Buyer shall receive credit toward the Purchase Price in the amount of all real estate taxes and assessments, if any, for the year(s) prior to the year in which the Closing takes place, if unpaid at said time. Based on the most recent real estate tax bill, all real estate taxes and assessments, if any, for the year in which the Closing takes place shall be prorated on a daily basis from January 1 to the Closing Date. Since a separate tax bill for the Property will not be issued at the time of Closing, the parties agree to prorate the taxes based on the following formula: acreage of the Property divided by acreage of the Parent Parcel multiplied by the tax on 100% of the land of the Parent Parcel. Such proration shall be final and after such proration is made Buyer shall be responsible for paying all installments of such taxes and assessments as they become due.

(b) No prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer.

(c) Prior to Closing, the Buyer shall obtain a survey subdividing the Property from the Parent Parcel ("Survey") and shall obtain preliminary approval from the necessary county and city authorities to subdivide the Parent Parcel (the "Subdivision"). At the Closing, Buyer shall reimburse Seller for all costs and expenses related to the Survey and Subdivision. The remainder of the Parent Parcel shall be hereinafter referred to as the "Remaining Property".

5. Contingencies.

(a) This Contract is contingent upon Buyer determining within sixty (60) days after the Effective Date (the "Inspection Period") that the condition of the Property is reasonably satisfactory to Buyer. If the foregoing contingency is not satisfied during the Inspection Period, Buyer must notify Seller in writing within the Inspection Period, in which case the Earnest Money shall be returned to Buyer, this Contract shall terminate and the parties shall have no further obligations or liabilities hereunder other than those obligations which expressly survive termination. If Seller does not receive such written notice within the Inspection Period, then Buyer shall be deemed to have accepted the condition of the Property and forever waived the contingency set forth in this paragraph.

(b) Buyer and its representatives shall have the right to enter upon the Property during the Inspection Period, at reasonable hours, for the limited purpose of performing such inspections, investigations, surveys and analysis (collectively, the "Inspections") as Buyer desires, pursuant to Section 5(a) above. Notwithstanding the foregoing, Buyer's rights under this Section 5 are subject to the following limitations: (i) Buyer shall give Seller written or telephonic notice at least one (1) business day before conducting any such Inspections, and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their Inspections; (ii) neither Buyer nor its representatives shall

materially interfere with the use, occupancy or enjoyment of the Property by Seller; (iii) neither Buyer nor its representatives shall damage the Property or any portion thereof; (iv) Buyer shall indemnify, hold harmless and defend Seller against all costs (including but not limited to attorneys' fees and court costs) and damage to the Property caused by or arising out of the activities of Buyer or its representatives under this Section; (v) Buyer and Buyer's representatives hereby waive any and all claims against Seller and Seller's agents for any injury to persons or damage to property arising out of any Inspections, including but not limited to any damage to the tools and equipment of Buyer and Buyer's representatives, all of which shall be brought onto the Property at the sole risk and responsibility of Buyer and Buyer's representatives, unless such injury is caused by the grossly negligent act of Seller or Seller's agents; (vi) Buyer and its representatives shall, at Buyer's sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules regulations, ordinances, and policies in conducting its Inspections; (vii) Buyer agrees to keep the Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or Buyer's representatives in connection with the Inspections, and if any such lien shall at any time be filed, Buyer shall cause the same to be discharged of record within thirty (30) days thereafter by satisfying the same (and if Buyer fails to do so Seller may discharge the same at Buyer's expense); (viii) except as approved by Seller in writing, in no event shall Buyer or Buyer's representatives have the right to place any materials or equipment in or about the Property (including without limitation, signs or other advertising material) until after the Closing has occurred; (ix) all Inspections shall be performed at Buyer's sole cost and expense; and (x) in the event this Contract fails to close for any reason, Buyer shall, at its sole cost and expense, repair any damage to the Property relating to the Inspections and return the Property to the condition it was in prior to such Inspections. The foregoing Buyer obligations shall survive the Closing and/or termination of this Contract.

(c) Buyer shall have the right to order a title commitment and to inspect the title of the Property during the Inspection Period at Buyer's sole cost. This Contract is contingent upon Buyer determining within the Inspection Period that the title of the Property is reasonably satisfactory to Buyer. If the condition of the title to the Property is not satisfactory to Buyer, then Buyer shall have the right to terminate this Contract during the Inspection Period. Buyer must notify Seller in writing within the Inspection Period of its desire to terminate this Contract, in which case the Earnest Money shall be returned to Buyer, this Contract shall terminate and the parties shall have no further obligations or liabilities hereunder other than those obligations which expressly survive termination. If Seller does not receive such written notice within the Inspection Period, then Buyer shall be deemed to have accepted the title of the Property and forever waived the contingency set forth in this paragraph.

6. Closing. The payment of the Purchase Price and the transfer of the other documents provided for in this Contract (the "Closing") shall take place ninety (90) days after the Effective Date, or such earlier date as Buyer and Seller may mutually agree (the actual date of Closing being defined herein as the "Closing Date"). Closing shall occur by mail escrow, via a title company selected by Buyer and acceptable to Seller, and Buyer shall submit the required Buyer closing documents to Seller's legal counsel not less than three (3) business days prior to Closing, for review and approval by Seller. Seller shall pay for all state and/or county transfer taxes (i.e., conveyance fees) required to be paid upon conveyance, if any. Seller shall pay the

cost of deed preparation, but the cost of recording the deed, the Survey, the Partial Satisfaction of Open-End Mortgage and mortgage, if any, shall be paid by Buyer. Each party shall be responsible for its own attorney's fees. Buyer shall pay the entire cost of any closing fee charged by the closing agent. Buyer shall be responsible for all costs of its Inspections, including but not limited to the cost of any title commitment obtained by Buyer and the premium for any title insurance obtained by or for Buyer or its lender, and any other title expenses. Buyer shall reimburse Seller at closing for all costs related to the Survey and the Subdivision. The cash at Closing shall be adjusted for all closing costs and prorations. At Closing, the parties shall comply with the following procedures relating to the Closing:

(a) Seller shall execute, acknowledge and deliver to Buyer a limited warranty deed in accordance with Section 3 above and Section 12 below, conveying the Property to Buyer.

(b) Seller shall execute, acknowledge and deliver to Buyer a Partial Satisfaction of Open-End Mortgage recorded at O.R. 6587 Page 321 of the Butler County, Ohio Records for the Property.

(c) Seller shall each execute and/or deliver to Buyer as necessary the Survey and Subdivision documents.

(d) Seller and Buyer shall each execute and deliver to the other a settlement statement prepared by the closing agent, in form mutually acceptable to Seller and Buyer.

(e) Buyer shall deliver to Seller by wire transfer of immediately available United States funds, the amount of the Purchase Price, plus or minus any credits due Buyer (or Seller) and any other adjustments to the Purchase Price as provided in this Contract.

(f) Seller shall not be obligated to execute an affidavit regarding the title to the Property.

(g) Buyer shall deliver to Seller a resolution of Buyer's governing body authorizing the execution and delivery by Buyer of this Contract and authorizing the purchase by Buyer of the Property.

7. Possession. Possession of the Property shall be delivered to Buyer at Closing.

8. Condemnation. In the event that condemnation proceedings are commenced against all or any part of the Property after the Effective Date and prior to Closing, then, at Buyer's option: (a) the parties shall proceed to Closing, in which event the Purchase Price (i) shall be reduced by the amount of the condemnation award or the sales price (in the event of a conveyance in lieu of condemnation), if such amounts are paid to Seller prior to Closing, or (ii) shall remain unchanged and Buyer shall receive such award in the event such amounts are not paid prior to Closing; or (b) Buyer may terminate this Contract by written notice to Seller in which case the Earnest Money shall be returned to Buyer and thereafter, neither Buyer nor Seller shall have any further obligations hereunder or liability to the other except for those obligations which expressly survive termination of this Contract. If Buyer elects to so terminate this Contract by written notice to Seller, Buyer must do so by written notice to Seller

received within seven (7) days after the date that Buyer receives notice of the condemnation proceeding. If Seller fails to receive written notice of termination from Buyer within such period, then Buyer shall be deemed to have elected to proceed to Closing.

9. Disclaimer. BUYER UNDERSTANDS THAT SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS, AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, SQUARE FOOTAGE OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS, (G) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (H) THE SUFFICIENCY OF ANY DRAINAGE FOR THE PROPERTY, (I) WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD HAZARD AREA OR ANY SIMILAR AREA, (J) THE AVAILABILITY OF PUBLIC UTILITIES AND SERVICES FOR THE PROPERTY, OR (K) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; AND BUYER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIM BASED ON ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO MAKE ANY CLAIM AGAINST SELLER BASED ON THE VIOLATION OF ANY ENVIRONMENTAL LAWS. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED

TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AND DEALING WITH FORECLOSED AND/OR REO PROPERTIES, THAT ENABLES BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER, AND BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER CONSUMER PROTECTION LAWS WITH RESPECT TO ANY MATTERS PERTAINING TO THIS CONTRACT AND THE TRANSACTION CONTEMPLATED HEREBY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

10. Fire or Casualty. If, prior to the Closing, the Property is materially damaged or destroyed by fire or other casualty, Buyer, as its sole remedy, shall either (a) proceed to Closing in accordance with the terms and conditions of this Contract, in which case Buyer shall be entitled to all insurance awards, if any, resulting therefrom and Seller shall have no repair, restoration or other obligation in connection with such casualty, or (b) cancel this Contract, in which event the parties shall be released from all liability hereunder and the Earnest Money shall be returned immediately to Buyer. If Buyer elects to cancel this Contract, Buyer shall so notify Seller in writing within seven (7) days after receiving notice from the Seller of such fire or other casualty. Failure by Buyer to so notify Seller shall constitute an election to proceed to Closing.

11. Broker. Each of Seller and Buyer represents and warrants that it has not employed the services of a real estate broker in connection with this transaction except for Coldwell Banker Commercial Reliant Realty – Mike Bastin Agent, whose commission equal to six percent (6%) of the purchase price shall be paid at Closing. Buyer agrees to indemnify and save and hold Seller harmless from and against any claims by any broker, finder, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Buyer with regard to this transaction. The provisions of this paragraph shall survive Closing or termination of this Contract.

12. Naming Right to Water Tower. Buyer intends to construct a water tower on the Property. In the deed to be delivered at closing, Seller shall reserve a perpetual easement for partial naming rights on the water tower for as long as a water tower is located on the Property, together with rights of access over the Property to reach the water tower and rights to access the water tower. Naming rights shall only consist of the name and/or brand of the industrial park subdivision. The subdivision name, brand, design, and related details must be approved by the City of Monroe prior to being painted on the water tower and shall be limited to no more than one-third (1/3) of the surface area of the elevated tank, not including the water tower support structure. This approval of the City of Monroe will not be unreasonably withheld or delayed. The other naming rights shall be used exclusively by the City of Monroe. Buyer shall bear the cost of painting the industrial subdivision's sign on the tower, provided that the signage request is made and approved prior to the initial painting of the tower as part of the construction process. The cost of subsequent paintings of the park's name due to the park's name changing shall be the responsibility of the Seller, its successors or assigns. Notwithstanding anything to the contrary herein, Seller may remove its signage from the water tower by painting over such signage, at any time. Seller, its successors or assigns may access the water tower property only after providing Buyer with at least forty-eight (48) hours advance notice of such entry. Buyer shall maintain the water tower in good condition and repairs.

13. Notice. Any notice, demand or request required or permitted to be given under the provisions of this Contract shall be in writing, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch) and shall be addressed to the persons and addresses below, or to such other address as any party may request. Such notices or requests for change of notice address must be made to the other party to this Contract at the following addresses:

Seller: Fifth Third Bank
Special Assets Group
Attn: Shane Lowe
Mail Drop 109051
30 Fountain Square Plaza
Cincinnati, Ohio 45263
Fax: (513) 534-3494

And Graydon Head & Ritchey LLP
Attn: Monica D. Kohnen, Esq.
1900 Fifth Third Center
511 Walnut Street
Cincinnati, Ohio 45202
Fax: (513) 333-4328

Buyer: William J. Brock
City Manager
City of Monroe
233 South Main Street
Monroe, Ohio 45050
Fax: (513) 360-2233

14. Successors and Assigns. Buyer shall not assign or otherwise transfer its rights under this Contract without Seller's prior written consent. Any attempted assignment or transfer in violation of this provision shall be null and void *ab initio*. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Notwithstanding the foregoing, no assignment by the Buyer named herein shall release it from its obligations hereunder, and said original Buyer shall remain liable for complete and timely performance of all of such obligations as and when the same are due.

15. Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of Ohio. Buyer hereby knowingly and voluntarily waives the right to a jury trial in any action or proceeding involving any matters whatsoever arising out of or in any way connected with this Contract.

16. Entire Contract; Severability; Modifications. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The invalidity or unenforceability of any provision of this Contract shall not affect or impair the validity of any other provision or term. This Contract may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

17. Execution; Counterparts. The submission of this Contract for examination does not constitute an offer to purchase and this Contract shall become effective only upon the execution and delivery hereof by all of the parties hereto. This Contract may be executed in counterparts, including faxed or emailed PDF counterparts, each of which shall be deemed an original.

18. Recording; Time. This Contract shall not be recorded by any party. Time is agreed by the parties to be of the essence of this Contract for all purposes.

19. Effective Date. This Contract shall be binding and enforceable only if each party delivers an executed copy of this Contract to the other party by 5 PM EST, March __, 2012 (and the date of the latest of their signatures shall be the "Effective Date").

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Real Estate Sale Contract on the dates set forth below, but effective as of the Effective Date as defined herein.

SELLER:

BUYER:

FIFTH THIRD BANK

CITY OF MONROE, OHIO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: March ____, 2012

Date: March ____, 2012

Acknowledgment

The undersigned hereby acknowledges receipt of the Earnest Money referenced above and agrees to hold the same in accordance with the terms of this Contract.

FIFTH THIRD BANK

By: _____

Name: _____

Title: _____

Date: March ____, 2012

EXHIBIT A

DESCRIPTION OF THE PARENT TRACT

SITUATE IN SECTION 12 AND 18, TOWN 3, RANGE 3 E MRS, CITY OF MONROE, BUTLER COUNTY, OHIO AND BEING 111.647 ACRES TAKEN FROM A 130.891 ACRE TRACT OF LAND CONVEYED TO C I L, INC. BY DEED RECORDED IN OR VOLUME 5452, PAGE 162 OF THE DEED RECORDS OF BUTLER COUNTY AND BEING PART OF LOTS 346, 348 AND ALL OF LOT 345 OF THE MONROE LOT NUMBERS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND MARKING THE NORTHEAST CORNER OF LOT NO. 345;

THENCE FROM SAID POINT OF BEGINNING S 05° 59' 04" W WITH THE WEST LINE OF A TRACT OF LAND CONVEYED TO ACE DURAN HAULING BY DEED RECORDED IN OR VOLUME 5068, PAGE 636 AND ITS SOUTHERLY EXTENSION A DISTANCE OF 2186.18 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CARRIAGE TRAILS PARTNERSHIP BY DEED RECORDED IN DEED BOOK 1387, PAGE 33; THENCE WITH THE NORTH LINE OF SAID TRACT ON THE FOLLOWING 8 COURSES:

S 65° 01' 13" W A DISTANCE OF 55.18 FEET TO AN IRON PIN FOUND;
N 49° 26' 55" W A DISTANCE OF 180.00 FEET TO AN IRON PIN FOUND;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 370.17 FEET , AN ARC OF 10.00 FEET, A CENTRAL ANGLE OF 1° 32' 52", A CHORD BEARING OF N 39° 46' 39" E, A CHORD OF 10.00 FEET TO AN IRON PIN FOUND;
THENCE CONTINUING WITH SAID NORTH LINE OF N 50° 59' 47" W A DISTANCE OF 210.00 FEET TO AN IRON PIN FOUND;
THENCE S 30° 36' 37" W A DISTANCE OF 55.00 FEET TO AN IRON PIN FOUND;
THENCE S 87° 12' 47" W A DISTANCE OF 165.00 FEET TO AN IRON PIN FOUND;
THENCE N 69° 43' 40" W A DISTANCE OF 701.94 FEET TO AN IRON PIN FOUND;
THENCE N 66° 20' 15" W A DISTANCE OF 160.10 FEET TO AN IRON PIN FOUND;
THENCE S 21° 40' 47" W WITH CARRIAGE TRAILS PARTNERSHIPS WEST LINE A DISTANCE OF 192.58 FEET TO AN IRON PIN FOUND; THENCE S 23° 05' 49" W A DISTANCE OF 257.26 FEET TO A PK NAIL FOUND ON THE CENTERLINE OF STATE ROUTE 63; THENCE N 69° 43' 40" W WITH SAID CENTERLINE A DISTANCE OF 363.76 FEET TO A MONUMENT FOUND AT STATION 194+36.81;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 5729.58 FEET, AN ARC OF 563.92 FEET, A CENTRAL ANGLE OF 5° 38' 22", A CHORD BEARING OF N 72° 32' 50" W, A CHORD OF 563.69 FEET TO A PK NAIL FOUND ON THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 63 AND THE WEST LINE OF LOT #346, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 18 AND THE WEST LINE OF SECTION 12; THENCE N 5° 34' 10" E WITH THE WEST LINE OF LOT #346 A DISTANCE OF 101.12 FEET OT AN IRON PIN FOUND AT THE INTERSECTION OF THE WEST LINE OF LOT #346 AND THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 63; THENCE N 5° 58' 32" E CONTINUING WITH SAID WEST LINE A DISTANCE OF 274.45 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT #345; THENCE N 83° 41' 58" W WITH THE SOUTH LINE OF LOT #348 A DISTANCE OF 606.56 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF A 2.309 ACRE TRACT CONVEYED TO NEAL EXCAVATING COMPANY BY DEED RECORDED IN OR VOLUME 1790, PAGE 351; THENCE N 46° 58' 25" E WITH THE EAST LINE OF THE NEAL TRACT A DISTANCE OF 231.70 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 54° 08' 33" W A DISTANCE OF 86.71 FEET TO AN IRON PIN SET; THENCE ON A NEW DIVISION LINE ON THE FOLLOWING 2 COURSES:

N 48° 06' 40" E A DISTANCE OF 1400.12 FEET TO AN IRON PIN SET;

THENCE N 47° 10' 30" E A DISTANCE OF 596.39 FEET TO AN IRON PIN SET ON THE NORTH LINE OF LOT #345 AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO LARRY AND EVERETT BAKE BY DEED RECORDED IN OR VOLUME 5041, PAGE 1101; THENCE S 84° 07' 46" E WITH THE NORTH LINE OF LOT #345 AND THE SOUTH LINE OF THE BAKE PROPERTY A DISTANCE OF 1590.17 FEET TO THE PLACE OF BEGINNING CONTAINING 111.647 ACRE, MORE OR LESS.

PPN: C1800-006-000-017; C1800-006-000-044; C18-005-000-081

EXHIBIT B

DESCRIPTION OF PROPERTY

