

AGREEMENT TO PURCHASE REAL PROPERTY

The undersigned (hereinafter referred to as "Buyer") hereby offers to purchase from the Girl Scouts of Western Ohio, Inc., an Ohio corporation (fka Girl Scouts of Appleseed Ridge, Inc.) (hereinafter referred to as "Seller") certain real property situated in Jefferson Township, Logan County, Ohio consisting approximately +/- 449.58 acres and identified by Logan County Parcel ID's 120810000030000; 120810000029000; and 120810000024000 (the "Premises") upon the following terms and conditions:

1. Purchase Price. The purchase price for the Premises shall be Two Million Dollars (\$2,000,000.00) (the "Purchase Price") and shall be payable at the closing of the sale in cash or other immediately available funds.
2. Earnest Money Deposit. Upon the execution hereof, Buyer shall deposit One Hundred Thousand Dollars (\$100,000.00) as earnest money with Seller (the "Earnest Money Deposit").
3. Conveyance. Good and marketable title to the Premises shall be conveyed by Seller to Buyer at closing by transferrable and recordable General Warranty Deed, in fee simple, with release of dower, free and clear of all liens and encumbrances except: (a) those created by or assumed by the Buyer; (b) those specifically set forth in this Agreement; (c) applicable zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record which do not unreasonably with Buyer's intended use of the Premises.
4. Closing. This Agreement shall be performed and this transaction closed on or before July 31, 2012; or at such other date as may be agreed upon in writing by the parties (the "Closing"). The Closing shall be held at a place mutually agreeable to the parties. Seller shall deliver the Premises by deed as specified in Section 3 above and Buyer shall pay Seller the Purchase Price, less the Earnest Money Deposit, and subject to any applicable prorations set forth in Section 6 below. Additionally, Seller shall execute an Affidavit in favor of Buyer with respect to off-record title matters regarding mechanic's liens, rights of parties in possession, property line disputes, tax assessments, notices of improvement, liens and encumbrances and other matters in accordance with the custom in Logan County, Ohio.
5. Possession. Seller shall deliver possession and occupancy of the Premises to Buyer at Closing unless otherwise agreed upon by the parties in writing.
6. Prorations and Adjustments. The following shall be prorated and adjusted at Closing between Seller and Buyer:
 - 6.1 Assessments. All assessments, general or special, shall be prorated as of the Closing Date, with Seller being responsible for any installments of assessments that are due and payable prior to the Closing date and Buyer being responsible for any installments of assessments that are due and payable on or after the Closing date.
 - 6.2 Taxes. All ad valorem real estate and personal property taxes with respect to the Premises shall be prorated as of the Closing date, based on the most currently available final tax bill and on a cash basis for the calendar year in which the Closing occurs, regardless of the year for which such taxes are assessed. The provisions of this Section 6.2 shall survive Closing.
 - 6.3 Adjustments. In the event any prorations made pursuant hereto shall prove incorrect for any reason whatsoever, or in the event the prorations set forth above are estimated on the most currently available (rather than based on the actual final) bills, either party shall be entitled to an adjustment to correct the same provided that it makes written demand on the other within twelve (12) months after the Closing Date. The provisions of this Section 6.3 shall survive Closing.
7. Condition of Premises. Seller agrees that, at Closing, the Premises shall be in the same condition as they are on the date of this Agreement, reasonable wear and tear excepted, subject to provisions hereof.
8. Conservation Easement Agreement. Seller has disclosed the existence of a Conservation Easement Agreement affecting approximately +/- 102.2 acres of the Premises. At closing, Buyer shall assume Seller's obligations associated therewith and shall execute and deliver all such documents, and perform all such other acts, necessary or required to effectuate the same.

11. Seller's Representations. Seller represents and warrants to Buyer that the following matters are true, in all material respects, as of the date of this Agreement.
 - 11.1 Litigation. To Seller's knowledge, there is no pending or threatened litigation or governmental proceedings against Seller or the Premises that, if such litigation or proceedings were to result in a final determination against Seller or the Premises, would result in material encumbrance upon the Premises, or would materially affect the validity or enforceability of this Agreement or the performance of Seller hereunder.
 - 11.2 Condemnation. To Seller's knowledge, there is no pending or contemplated condemnation or other governmental taking proceedings affecting all or any part of the Premises.
 - 11.3 Due Authorization; Conflict. Seller has full power to execute, deliver and carry out the terms and provisions of this Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto, and has taken, or will take prior to Closing, all necessary action to authorize the execution, delivery and performance of this Agreement and such other agreements, instruments and documents. The individuals executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. The execution and delivery of, and consummation of the transactions contemplated by, this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of, any of the agreements or instruments to which Seller is now party or by which it is bound, or any order, rule or regulation of any court or other governmental agency or official.
 - 11.4 Enforceability. This Agreement has been, and each and all of the other agreements, instruments and documents herein required to be made by Seller pursuant hereto have been, or on the Closing Date will have been, executed by or on behalf of Seller, and when so executed, are and shall be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).
12. Buyer's Covenants and Representations. Effective as of the execution of this Agreement, Buyer hereby covenants with Seller, and represents and warrants to Seller, as follows:
 - 12.1 1031 Exchange. Buyer recognizes and understands that this transaction may be part of a contemplated "like kind" exchange for Seller under §1031 of the Internal Revenue Code (the "Exchange"). As such, Buyer agrees to cooperate with Seller in effectuating the Exchange, which cooperation may include the execution of documents, reasonable delays of the Closing (which delays shall not exceed thirty (30) days) and the taking of other commercially reasonable action, as is necessary to accomplish the Exchange; provided, however, that Buyer shall not be required to assume any additional expense or liability in connection with, or as part of its cooperation with, the Exchange. The covenant shall survive the Closing and shall not be merged into any instrument of conveyance delivered at Closing.
 - 12.2 Enforceability. This Agreement has been, and each and all of the other agreements, instruments and documents herein required to be made by Buyer pursuant hereto have been, or on the Closing Date will have been, executed by Buyer or on behalf of Buyer, and when so executed, are and shall be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).
 - 12.3 No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Buyer is now party or by which it is bound, or any order, rule or regulation of any court or other governmental agency or official.
13. Risk of Loss. Risk of loss to the Premises from fire or other casualty or reason of condemnation shall be borne by Seller until the closing, provided that if the Premises are damaged or destroyed by fire or other casualty and

not repaired and restored by Seller to as good as condition as it was prior to such casualty, or if a portion of the Premises are taken through condemnation proceedings or are transferred voluntarily in lieu thereof, the Buyer, at its option may: (a) terminate this Agreement, in which event all parties hereto shall be released from all liability hereunder and the Earnest Money Deposit shall be returned to Buyer; or (b) proceed to Closing on the Premises, in which event Seller shall assign any right to insurance or condemnation proceeds on account of the Premises to Buyer, or reduce the Purchase Price by the amount of any such proceeds.

14. Survey and Title Examination. Buyer shall be responsible for conducting and paying for any physical surveys and examination of the title to the Premises as Buyer deems appropriate. If Buyer, in its sole discretion, determines that title to the Premises is not marketable and free from encumbrances, then Buyer shall notify Seller prior within ten (10) days of Closing, specifying such title matters to which Buyer objects. If Buyer fails to notify Seller of any objections to title, then Buyer shall be deemed to have elected to waive any such objections and to accept title to the Premises and proceed to the Closing of this transaction. If Buyer gives Seller notice of a survey defect or title objection within ten (10) days of Closing, Seller shall have a period of ten (10) days, or such additional reasonable period of time as is necessary, to correct such defect, and the date of closing shall be extended for such reasonable period of time as is necessary for Seller to correct such defect. In the event Seller fails or refuses to correct such defect, within said period, the Buyer may, at its option, terminate this Agreement, and the Earnest Money Deposit shall be returned to Buyer.
15. Inspection of Premises/Environmental. Buyer may conduct physical inspections and tests (i.e., environmental audits, core drillings, soil and water level tests, etc.) of the Premises as it deems appropriate. The cost of any such inspections shall be borne solely by Buyer. Buyer shall undertake and complete such inspections within thirty (30) days of the effective date hereof (“the Inspection Period”). Buyer and Buyer’s designees shall be entitled to access to the Premises at all reasonable times to undertake such inspections.
16. Time of the Essence. Time is expressly declared to be of the essence in this Agreement, unless the parties otherwise agree in writing.
17. Entire Agreement. The parties acknowledge and agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists.
18. Broker’s Fees or Commissions. Each party represents to the other party that no real estate broker, consultant, finder or like agent has an interest in this transaction and each party indemnifies and holds the other harmless from and against all claims, losses, liabilities and expenses, including reasonable attorney’s fees, arising out of any claim by a broker, consultant, finder or like agent with whom the indemnifying party has dealt or negotiated.
19. Notice. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing and shall be deemed given when personally delivered or when deposited, U.S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To the Buyer:	Black Hoof, LLC ATTN: Ryan Jankowski 2167 Cambridge Boulevard Columbus, Ohio 43221 Phone: 614.946.7600
To the Seller:	Girl Scouts of Western Ohio, Inc. ATTN: Roni Luckenbill 4930 Cornell Road Cincinnati, Ohio 45242 Phone: 513.489-1025
20. Assignment. Neither party shall assign this Agreement without the prior written consent of the other, except that Seller may assign its interest in and obligations under this Agreement to a so-called “Qualified Intermediary” in order to accomplish the Exchange. Notwithstanding the foregoing, Buyer may assign all of its rights, title, liability, interest and obligation pursuant to this Agreement provided that (i) no such assignment shall act to release Buyer hereunder and (ii) Buyer provides Seller with a copy of a written assignment agreement between Buyer and its assignee within ten (10) days of the effective date thereof, which instrument shall be in form reasonably acceptable to Seller.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
22. Time for Acceptance. This offer shall become void if not accepted by Seller in writing on or before 5:00pm EST on June 29, 2012.

IN WITNESS HEREOF, this offer is made in Zanesfield, Logan County, Ohio this 4th day of June, 2012.

BUYER:

BLACK HOOF, LLC



D. Ryan Jankowski, Manager

ACCEPTANCE BY SELLER:

The foregoing Offer to Purchase Real Property is hereby accepted in accordance with the terms and conditions specified above on the ____ day of June, 2012.

SELLER:

GIRL SCOUTS OF WESTERN OHIO, INC.

Roni Luckenbill, Chief Executive Officer