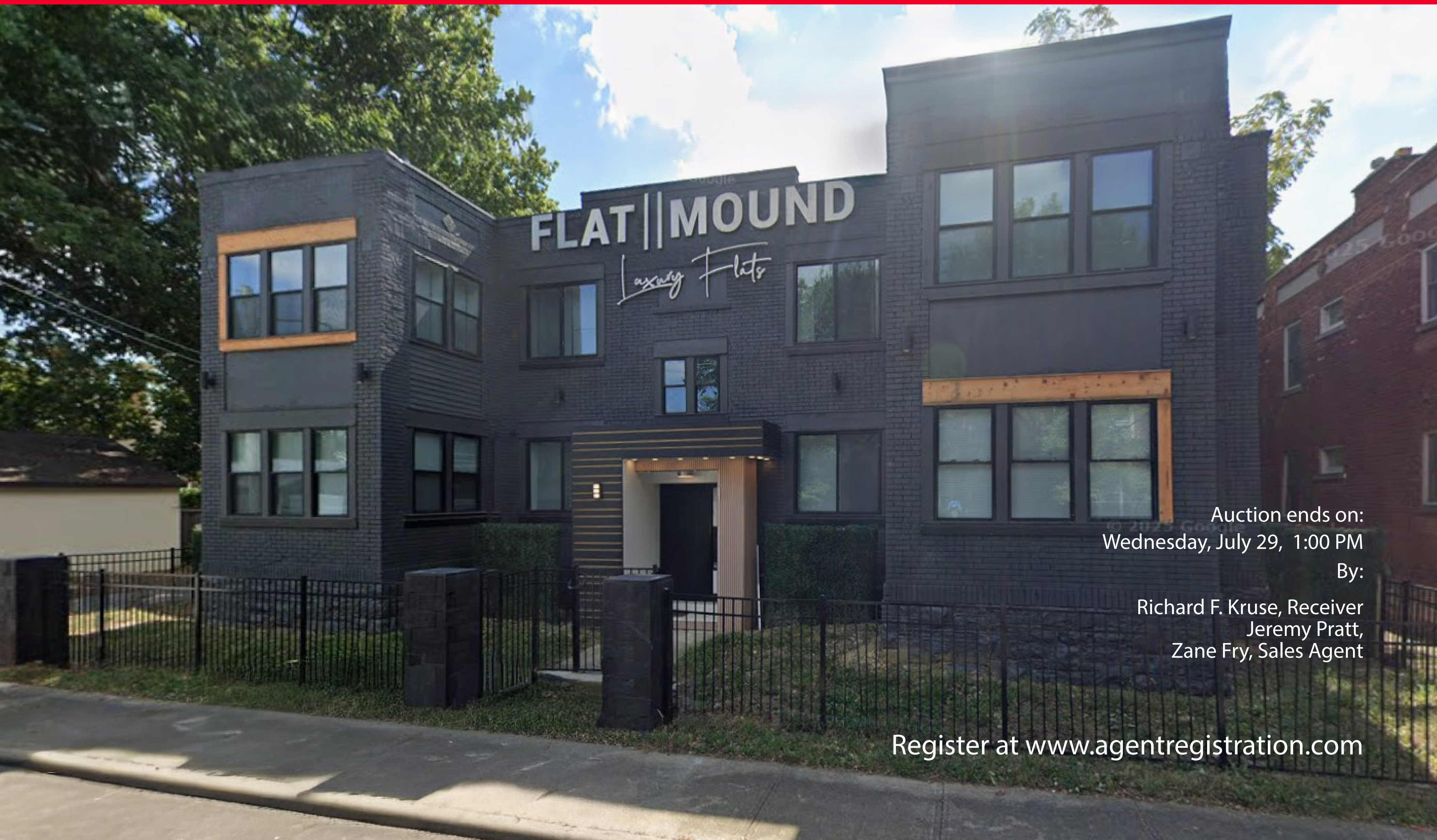
COURT ORDERED AUCTION

1169 E MOUND STREET
Columbus, Ohio 43205
STARTING BID - $50,000

GRYPHON

CUSHMAN & WAKEFIELD



Auction ends on:
Wednesday, July 29, 1:00 PM
By:

Richard F. Kruse, Receiver
Jeremy Pratt,
Zane Fry, Sales Agent

Register at www.agentregistration.com

TABLE OF CONTENTS

TERMS OF SALE

Thank you for participating in this Online Auction Event (the "Auction"). Outlined below are the Terms & Conditions of Sale (the "Terms"). Please read them carefully. By placing a bid, you are acknowledging your acceptance of these Terms.

Auction Firm: For the purposes of these Terms, Gryphon Asset Advisors d/b/a Gryphon Realty d/b/a GryphonUSA in conjunction with Zane Fry, Cushman Wakefield shall be known as "Auction Firm."

Inspection: The Property (as identified on the online bidding platform at **www.gryphonusa.com**) will be available for inspection during scheduled open house events. Prospective bidders are responsible for completing any inspections, evaluations, and other due diligence **prior to the close of bidding.** No further inspections will be permitted.

Prospective bidders acknowledge that the condition of the Property may change following any inspection and prior to Closing, including as a result of weather, vandalism, theft, deterioration, casualty, or other causes. The Property may be subject to further damage or condition issues, known or unknown, during this period. Notwithstanding any change in condition, the winning bidder shall still be bound by these terms and the terms set forth in the Real Estate Purchase Agreement.

Licensed real estate brokers and agents may show the Property prior to the close of the Auction by appointment, provided their prospective client has been properly registered with the Auction Firm through **www.agentregistration.com**.

All individuals entering the Property must sign a Hazard Waiver before being granted interior access. To obtain a copy of the waiver, please contact **Jeremy Pratt** at **614-905-7858** or **jgp@gryphonusa.com.**

Registration: TTo obtain a buyer number for the Auction, the Buyer must complete online registration with Auction Firm and agree, if the highest bidder, to tender a deposit of Twenty Thousand Dollars ($20,000.00) with the Real Estate Purchase Agreement (the "PSA") and execute and deliver to Auction Firm the PSA no later than the next business day following the conclusion of the Auction.

Be it understood that Auction Firm advises all potential buyers to seek legal counsel if for any reason they do not understand any part of these Terms.

Agency: AUCTION FIRM REPRESENTS ONLY THE SELLER IN THIS TRANSACTION. OTHER AGENTS OF AUCTION FIRM MAY REPRESENT BUYERS AND ALL REGISTRANTS TO THE AUCTION HEREBY CONSENT TO DUAL AGENCY

Contracts: The successful bidder for the purchase of the real property shall sign and return all documents to Auction Firm on the next business day following the conclusion of the Auction. Transmission may be by email to Richard F. Kruse, Auctioneer at **rfk@gryphonusa.com** with cc to Savannah Kruse at **smk@gryphonusa.com.** Sale offer is irrevocable for twenty-four (24) hours from receipt by Seller to allow for Seller approval and execution. In no event is Seller obligated to accept the high bidder's offer. Seller shall not make any alterations nor sign any addendum modifying Auction terms or Contracts, including but not limited to FHA Amendatory Clause (s).

A copy of the PSA is available by contacting Savannah M. Kruse at smk@gryphonusa.com or Jeremy Pratt at jgp@gryphonusa.com

Deposits: A deposit in the amount of Ten Thousand Dollars ($10,000) shall be transferred by the high bidder by wire transfer to Seller's preferred Title Agent not later than 5:00 p.m. Eastern Standard Time on the business day following conclusion of the Auction.

TERMS OF SALE

Timing and End of Auction: The Auction will be a timed event, and all bidding will close at a specified time. At Auction Firm's discretion, Auction Firm may close bidding early or extend the Auction. The Auction may have an auto-extend feature. If the Auction features auto-extend, any bid placed within a specified time of the end of the Auction, Auction Firm may extend bidding for an additional amount of time specified by Auction Firm. Auction Firm may increase or decrease such extended time during the Auction until bidding is closed.

Technical Provider and Technology Issues: In the sole discretion of Auction Firm, Auction Firm may use a third party to provider technical services to facilitate the Auction. In the event that there are issues related to any technology utilized during the Auction, Auction Firm may extend bidding, continue the bidding, or close the bidding. In no event shall Auction Firm be held responsible or liable for a missed bid, any failure of technology to function properly for any reason during the Auction, or for the actions of any third-party service provider engaged by Auction Firm to provide services for the Auction.

Buyer's Premium: A Buyer's Premium of ten percent (10%) shall be added to the high bid at the close of bidding. The high bid plus Buyer's Premium shall constitute the Total Contract Price paid by the Buyer to the Seller.

Closing: Closing shall occur not later than 30 days following Seller's approval of the sale through a Title Agent of Seller's choosing (the "Closing"). Time is of the essence in consummating this transaction. Because time is of the essence, the Buyer shall be assessed a penalty of $300.00 per day, to be paid to the Seller in addition to the agreed-upon purchase price, for each day that this transaction does not close following the agreed-upon closing date.

Seller shall pay taxes through the date of Closing and transfer tax. All other closing costs, including title search fee(s) shall be paid by Buyer. At Closing, Buyer shall receive a limited warranty deed to the Property in transferable and recordable form.

Possession: Buyer shall be entitled to possession at Closing.

Contingencies: Court approval.

Real Estate Brokers: Real estate brokers shall be paid a referral fee equal to two percent (2%) of the high bid amount provided that brokers refer (introduce) buyers to auction opportunity and Auction Firm prior to (a) any interaction between prospective bidder and Auction Firm and (b) the registration by prospective buyer for participation in the online auction. It is understood that Referring Brokers shall remain involved in the transaction as an advisor to the prospective purchaser. Auctioneer represents the Seller only in the transaction. Buyer referral registration is online at www.agentregistration.com. Bidders acknowledge that by registering to bid prior to Auction Firm receipt of a broker registration, the referral fee stated above will not apply

Condition of Sale: BUYER ACCEPTS THE PROPERTY "AS-IS, WHERE IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER OR AUCTION FIRM INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY. THE WARRANTIES EXCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, FREEDOM FROM STRUCTURAL DEFECTS, CONSTRUCTION IN A WORKMANLIKE

TERMS OF SALE

MANNER AND FITNESS FOR HABITATION. SALE IS SUBJECT TO COURT CONFIRMATION.

PROPERTY CONDITION / ONGOING DETERIORATION DISCLOSURE:

Buyer is advised that the Property has experienced repeated unauthorized entry, vandalism, and theft, and remains subject to an elevated risk of further break ins, vandalism, theft of fixtures or materials, exposure to weather, and other deterioration between the date of this auction and the date of closing. Seller and Auction Firm do not undertake, and are unable to provide, continuous security or monitoring of the Property during this period. Buyer expressly acknowledges and agrees that the condition of the Property on the closing date may differ materially from its condition on the auction date, and that Seller and Auction Firm make no representation or warranty, express or implied, that the Property will be in the same condition at closing as it was on the date of auction. Buyer accepts the Property in whatever condition it exists at closing, without any reduction in purchase price, credit, or right of rescission on account of any additional damage, vandalism, theft, or deterioration occurring after the auction and before closing. Buyer is encouraged to conduct a final walk through inspection prior to closing at Buyer's own expense; any change in condition discovered will not constitute grounds to void, delay, or renegotiate the sale.

MECHANICAL SYSTEMS AND APPLIANCES DISCLOSURE:

Buyer further acknowledges that furnishing, fixtures and equipment including, but not limited to furnaces, water heaters, electrical panels, interior wiring, plumbing, and appliances located at the Property, if present at the time of auction, are not guaranteed to be present, intact, or operational as of the closing date. Such items may be removed, damaged, stripped for materials, or rendered non functional between the auction date and closing due to vandalism, theft, or other causes beyond Seller's and Auction Firm's control. Seller and Auction Firm make no representation or warranty, express or implied, as to the existence, condition, or operability of any mechanical systems, fixtures, or appliances at closing, and Buyer accepts the Property without any credit, price reduction, or right of rescission on account of the absence or non functionality of any such items.

No Warranties and Limitation of Liability: Auction Firm makes no representations or warranties with respect to any technical aspects of the Auction, including, but not limited to, the performance of any computer hardware or software, any other technology utilized during the Auction, or the services of any third party engaged by Auction Firm to provide technical services during the Auction. In no event shall Auction Firm be held responsible or liable for any delay or failure of technology during the Auction.

Force Majeure. If Auction Firm is delayed or prevented from the performance of the Auction by reason of any act of God, act of nature, fire, act of government or state, acts of war or terrorism, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw material, energy or other supplies, labor stoppages or disputes of whatever nature, or any other reason beyond the control of the party, including, but not limited to any epidemic or outbreak of pandemic disease, performance of such act shall be excused.

Jurisdiction: The respective rights and obligations of the parties with respect to the herein terms and conditions and the conduct of the Auction shall be governed and interpreted by the laws of the State of Florida. By bidding at the Auction, whether present in person or by agent, by written bid, online or other means, the Buyer shall be deemed to have consented to the jurisdiction of the Court of Common Pleas in Franklin County, Ohio. Any controversy or claim arising from or relating to any purchase contract or incidental document associated therewith, or breach thereof, shall be determined and settled by the Court of Common Pleas in Franklin County, Ohio.

High Bidder Notification: At the conclusion of the Auction, winning bidders will receive an email advising of the item won. Bidders will receive an email only and are responsible for checking your email account.

BUYER BEWARE: By placing a bid, the bidder acknowledges that s/he has been provided an opportunity to conduct an inspection of the Property and is entering into this agreement as the result of a thorough inspection, or acknowledged opportunity to inspect, of the Property being purchased and in an AS-IS, WHERE-IS at the date of Closing with any and all faults INCLUDING ACKNOWLEDGEMENT OF THE PROPERTY CONDITION / ONGOING DETERIORATION DISCLOSURE AND MECHANICAL SYSTEMS AND APPLIANCES

DISCLOSURE outlined herein. Auction Firm gives notice that the auctioneer or agent can bid on behalf of the Seller.

The above-stated Terms be altered except in writing by Auction Firm. By registering to bid, you agree that you have read and understand the Terms.

For more information please contact one of the following individuals:

Zane Fry
Cushman & Wakefield
Director
zane.fry@cushwake.com
+1 614 827 1723

Richard F. Kruse
Gryphon USA
Owner
rfk@gryphonusa.com
+1 614 774 4118

Jeremy Pratt
Gryphon USA, Ltd
Broker
jgp@gryphonusa.com
+1 614 905 7898

For more information, please contact:

CUSHMAN & WAKEFIELD

Zane Fry
Director
Cushman & Wakefield
325 John H McConnell Blvd., Suite 450
Columbus, OH 43215
+1 614 827 1723
zane.fry@cushwake.com

GRYPHON

Jeremy Pratt
Broker
614-905-7898
jgp@gryphonusa.com
Gryphon USA, Ltd

CONFIDENTIALITY AGREEMENT

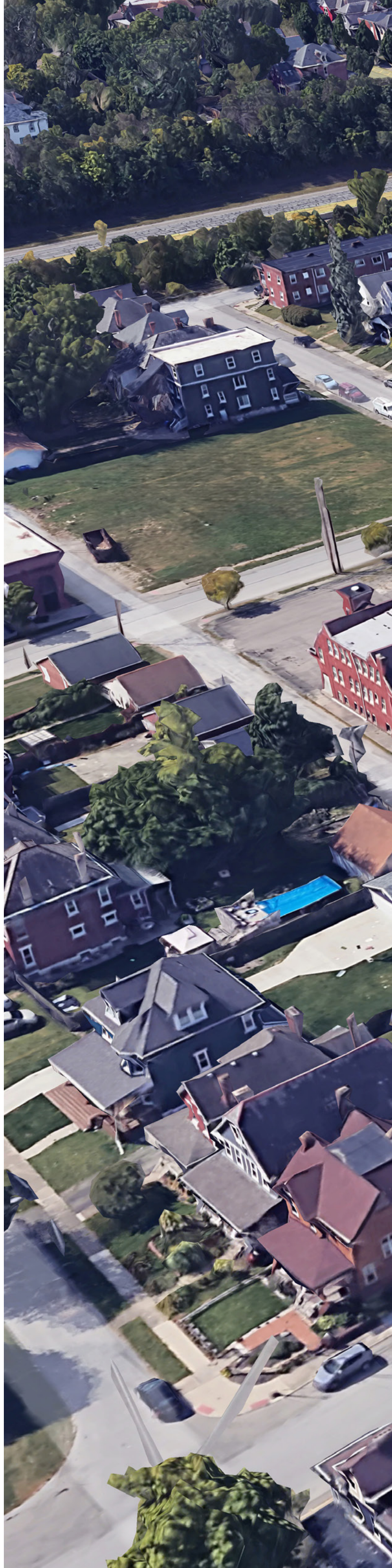
THIS IS A CONFIDENTIAL MEMORANDUM intended solely for your limited use to determine whether you wish to express an interest in the property located at 1169 E Mound Street, Columbus, Ohio 43205 as more particularly described herein ("Property"). This confidential memorandum and its contents ("Memorandum") contain brief, selected information pertaining to the business affairs of the Property's owner ("Owner") and it has been prepared by Cushman & Wakefield as Owner's exclusive agent. This Memorandum does not purport to be all-inclusive or contain all of the information that a prospective purchaser or investor may need or desire. Neither Owner nor Cushman & Wakefield, nor any of their respective officers, directors, principals, shareholders, agents, or employees has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of the information contained herein. Owner and Cushman & Wakefield each expressly disclaim any and all liability that may be based on the information contained herein, errors therein, or omissions therefrom. All financial data contained herein is unaudited. The projections and pro-forma information contained herein represent estimates based on assumptions considered reasonable under the circumstances. No representations or warranties, expressed or implied, are made that the actual results will conform to such projections and you should make your own projections and reach your own conclusions. All due diligence, analysis, and verification of the information contained in this Memorandum is solely your responsibility without any representations as to the Property's physical, environmental, or financial condition being imputed to Owner or Cushman & Wakefield.

By your receipt of this Memorandum, you agree that this Memorandum is of a confidential nature and that you will hold and treat it in the strictest of confidence, and that you will not, directly or indirectly, disclose this Memorandum, or any part thereof, to any other person or entity without the prior written authorization of Owner and Cushman & Wakefield, and that you will not use this Memorandum in any manner detrimental to the interest of Owner or Cushman & Wakefield. Upon request, you will promptly return this Memorandum, and any other material received from Owner or Cushman & Wakefield, without retaining any copies thereof.

This Memorandum shall not be deemed an indication of the state of affairs of Owner or constitute a representation that there has been no change in the business or affairs of the Property or Owner since the date of preparation of this Memorandum. Neither Owner nor Cushman & Wakefield undertakes any obligation to provide additional information or to correct or update any of the information contained in this Memorandum. No legal duty, obligation, or commitment shall arise by reason of this Memorandum. Owner reserves the right, in its sole discretion, to reject any offer or terminate negotiations with any party.

PROPERTY SUMMARY.

1169 E MOUND ST | COLUMBUS, OHIO 43205



Key Details:

- 8 residential units (4 lower level units with ceilings under 8ft)
- Significant mold presence- building may require extensive remediation/ renovation
- Interior access available by appointment only
- Sold as-Is

Auction Details:

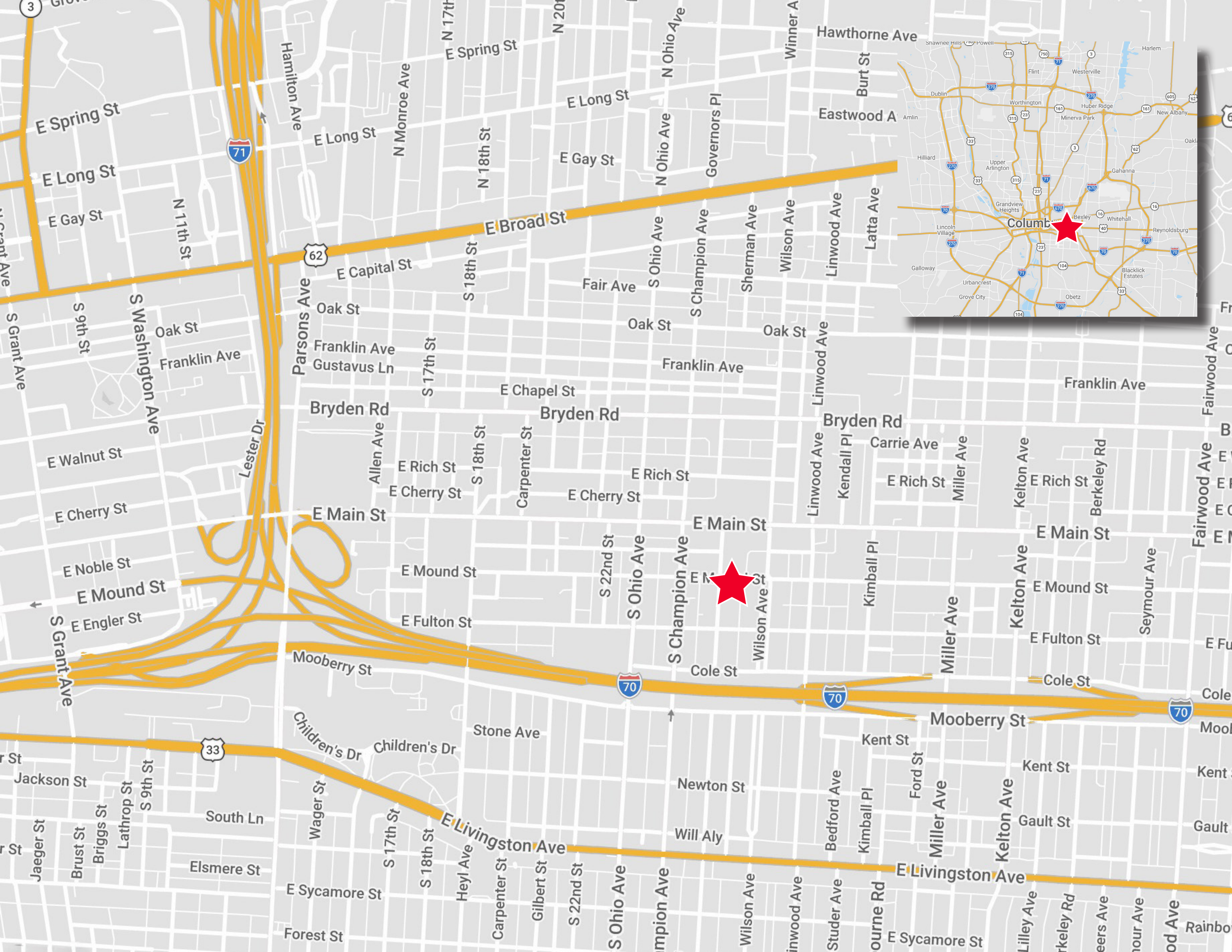
- Starting bid: $50,000
- 10% buyer's premium
- 2% Buyer's agent commission (agent must register at www.agentregistration.com prior to contact with auction firm)
- Auction ends Wednesday, July 29, 2026 at 1:00 PM Eastern
- Property in receivership – sale subject to court confirmation
- Bidders must accept Terms and Conditions of Sale prior to bidding


E Mound St

EXECUTIVE SUMMARY

8-Unit Multi-Family Building – Online Auction Opportunity

This 8-unit residential building is being offered at auction. The property is located in the 43205 zip code near downtown Columbus and offers significant potential for investors willing to take on a full renovation project.



E Spring St
E Long St
E Gay St
E Broad St
E Capital St
Hamilton Ave
N Monroe Ave
N 17th
N 18th St
N 20th
N 11th St
N Ohio Ave
Governors Pl
Winner A
Hawthorne Ave
Burt St
Eastwood A
71
62
70
33
3
Parsons Ave
Oak St
Franklin Ave
Gustavus Ln
S 17th St
S 18th St
Fair Ave
S Ohio Ave
S Champion Ave
Sherman Ave
Wilson Ave
Linwood Ave
Latta Ave
E Chapel St
Bryden Rd
Carrie Ave
Kendall Pl
Miller Ave
Kelton Ave
Berkeley Rd
Fairwood Ave
E Rich St
E Cherry St
E Walnut St
Allen Ave
Carpenter St
Lester Dr
S Washington Ave
S 9th St
S Grant Ave
E Main St
E Noble St
E Mound St
E Engler St
E Fulton St
S 22nd St
Kimball Pl
Seymour Ave
Mooberry St
Cole St
Stone Ave
Children's Dr
Kent St
Newton St
Will Aly
Ford St
Bedford Ave
Gault St
Jackson St
South Ln
Wager St
Lathrop St
Briggs St
Brust St
Jaeger St
E Livingston Ave
Heyl Ave
Gilbert St
Elmsere St
E Sycamore St
Forest St
Studer Ave
Lilley Ave
Hawthorne Ave
Columbus
Bexley
Whitehall
Reynoldsburg
Gahanna
Westerville
Worthington
Dublin
Hilliard
Upper Arlington
Grandview Heights
Lincoln Village
Galloway
Grove City
Urbancrest
Obetz
Blacklick Estates
Huber Ridge
Minerva Park
New Albany
Flint
Amlin
Harlem

DEMOGRAPHICS

1169 E Mound Street Columbus, OH 43205	1 mi radius	3 mi radius	5 mi radius
Population			
2024 Estimated Population	23,850	136,534	338,887
2029 Projected Population	24,440	140,230	343,000
2020 Census Population	20,383	124,702	323,903
2010 Census Population	20,646	111,465	289,170
Projected Annual Growth 2024 to 2029	0.5	0.5	0.2
Historical Annual Growth 2020 to 2024	-	1.6%	0.8%
Households			
2024 Estimated Households	11,256	67,666	150,006
2029 Projected Households	11,616	70,077	152,519
2020 Census Households	9,014	57,492	134,132
2010 Census Households	8,937	49,719	118,959

1169 E Mound Street Columbus, OH 43205	1 mi radius	3 mi radius	5 mi radius
Income			
HH Income $200,000 or More	11.4%	11.8%	8.7%
HH Income $150,000 to $199,999	7.7%	9.4%	6.7%
HH Income $125,000 to $149,999	6.1%	6.1%	5.4%
HH Income $100,000 to $124,999	8.3%	9.1%	8.6%
HH Income $75,000 to $99,999	12.1%	12.5%	12.4%
HH Income $50,000 to $74,999	14.3%	14.8%	15.8%
HH Income $35,000 to $49,999	11.5%	11.2%	12.2%
HH Income $25,000 to $34,999	9.9%	7.9%	9.0%
HH Income $15,000 to $24,999	7.3%	6.2%	7.5%
HH Income $10,000 to $14,999	4.7%	4.8%	5.1%
HH Income Under $10,000	6.7%	6.2%	8.6%
2024 Est. Average Household Income	$75,104	$83,127	$94,462
2024 Est. Median Household Income	$59,203	$64,683	$70,496
2024 Est. Per Capita Income	$29,857	$39,316	$42,241
2024 Est. Total Businesses	1,242	9,894	17,153

REAL ESTATE PURCHASE FORM

1. PROPERTY DESCRIPTION: the undersigned Buyer agrees to purchase from ___________ (the "Seller"), through Gryphon Asset Advisors, LLC d/b/a Gryphon Realty d/b/a GryphonUSA.com, an Ohio limited liability company ("Auction Firm"), the following described real property including, without limitation, all improvements, fixtures, appurtenant rights, privileges, and easements located in the County of Franklin and the State of Ohio as described as follows: 1169 East Mound Street, Columbus, OH 43205; Parcel: 010-045352-00 (the "Property").

2. PURCHASE PRICE AND PAYMENT TERMS: Buyer agrees to buy, and the Seller agrees to sell for the purchase price (the "Purchase Price") calculated as follows:

   High Bid of $___________________ plus
   10% Buyer's Premium of $_______________ equals
   the Purchase Price of $_______________________.

   The Purchase Price shall be paid, less the Deposit (defined below) in immediately available funds at the closing of the purchase of the Property (the "Closing"), as defined in paragraph 12 hereof.

3. CONTINGENCIES: The sale of the Property is contingent upon approval of the sale and the Purchase Price by the Seller and the applicable Court of jurisdiction (if any), as confirmed by execution of this Real Estate Purchase Agreement ("Approval"). No other contingencies are in effect. The "Effective Date" of this Agreement shall be the date on which both Buyer and Seller have executed the Agreement.

4. FIXTURES AND EQUIPMENT: The consideration shall include all fixtures owned by Seller including, but not limited to: built-in appliances; heating, ventilating, air conditioning (HVAC) and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings, curtain rods and window coverings including draperies and curtains; attached mirrors; light, bathroom and lavatory fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Property or in storage; garage door openers and controls, attached fireplace equipment; security systems and controls; smoke alarms; satellite TV reception system and components; all exterior plants and trees; and the following: (None if left blank).
   .

5. CONDITION OF PROPERTY: THE PROPERTY IS BEING SOLD IN AN "AS IS," "WHERE IS" CONDITION AND "WITH ALL FAULTS" WHETHER INCURRED PRIOR TO OR FOLLOWING THE AUCTION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED AND/OR UNDERTAKEN BY SELLER OR BY ANY PARTNER, OFFICER, DIRECTOR, PERSON, FIRM, AGENT, ATTORNEY OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO, CONCERNING OR WITH RESPECT TO (I) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (II) THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS,

REAL ESTATE PURCHASE FORM

REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING, HANDICAPPED ACCESSIBILITY, OR DEVELOPMENT LAWS, CODES, RULES AND REGULATIONS); THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (III) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED WITHIN THE PROPERTY; (IV) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (V) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (VI) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF; OR (VII) WHETHER THE PROPERTY CONTAINS ASBESTOS OR ANY OTHER HARMFUL, HAZARDOUS OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME, OR THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, WATER, SOIL, AND GEOLOGY. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO ANNEXED, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT. BUYER SHALL NOT RELY UPON ANY STATEMENT OR REPRESENTATION BY OR ON BEHALF OF SELLER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY SET FORTH IN THIS AGREEMENTNOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS SECTION SHALL RELIEVE SELLER FROM LIABILITY FOR BREACH OF ANY OF SAID REPRESENTATIONS OR FOR THE FAILURE OF SELLER TO DISCLOSE TO BUYER MATERIAL INFORMATION KNOWN TO IT. BUYER WAIVES THE RIGHT TO TERMINATE THIS CONTRACT DUE TO ANY CHANGE IN THE CONDITION OF THE PROPERTY.

BUYER WAIVES AND RELEASES SELLER AND PLAINTIFF FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF ASBESTOS, OR ANY OTHER HARMFUL, HAZARDOUS OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME; (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO ENVIRONMENTAL MATTERS OF ANY KIND; OR (III) THIS AGREEMENT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING HEREUNDER.

6. DAMAGE TO PROPERTY: Buyer acknowledges the condition of the Property may change following any inspection and prior to Closing, including as a result of weather, vandalism, theft, deterioration, casualty, or other causes. The Property may be subject to further damage or condition issues, known or unknown, during this period.

7. NO WARRANTIES: Buyer acknowledges that the Property are being sold in “as is, where is” condition without any representation or warranty whatsoever. Seller does not warrant or make any representation, express or implied, as to the merchantability, quantity, quality, condition, suitability or fitness of the Property for any purpose whatsoever, including, without limitation, its compliance with applicable building codes and ordinances, zoning laws, and environmental law, including, without limitation, the Clean Air Act, the Comprehensive Response Compensation and Liability Act (CERCLA), the Americans with Disabilities Act, and any other federal, state or local statutes, codes or ordinances.

REAL ESTATE PURCHASE FORM

8. EVIDENCE OF TITLE: Seller shall furnish and Buyer shall pay for an owner's title insurance commitment and policy in the amount of the purchase price. The title evidence shall be certified to within thirty (30) days prior to Closing with endorsement not before 8:00 a.m. on the business day prior to the date of Closing and shall show Seller marketable title free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning ordinances; (d) legal highway and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use. Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof.

9. TAXES AND ASSESSMENTS: At Closing, Seller shall pay or credit toward the Purchase Price the amount as of the date of this Agreement of all delinquent taxes, including penalty and interest, all assessments that are a lien on the Property as of the date of this Agreement and all agricultural use tax recoupments for years prior to the year of Closing. At Closing, Seller shall also pay or credit toward the Purchase Price all other unpaid real estate taxes that are a lien for years prior to Closing and a portion of such taxes and agricultural use tax recoupments for year of the Closing, prorated through date of the Closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the Property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.

10. ENVIRONMENTAL DISCLAIMER BY SELLER: Buyer acknowledges that Seller and/or Auction Firm have made no independent investigation to determine whether hazardous materials exist in, on or about the Property. Buyer and Seller understand that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of Buyer and not that of the Seller or Auction Firm.

11. DEPOSIT: Coincident with the execution of this Agreement, Buyer shall deposit $20,000 (the "Deposit") with First American Title ("Title") which shall be returned to Buyer, upon Buyer's request, if this Agreement shall not be approved by the Seller. Upon Approval, Title shall deposit the Deposit in its trust account to be disbursed as follows: (a) the Deposit shall be applied on Purchase Price or returned to Buyer at Closing; (b) if Seller fails or refuses to perform, the Deposit shall be returned to Buyer; (c) if Buyer fails or refuses to perform, the Deposit shall be divided equally between Auction Firm and Seller with no further actions or releases required by the Buyer.

12. CLOSING: This Agreement shall be performed, and this transaction closed not later than Thirty (30) calendar days following the Effective Date. Time is of the essence in consummating this transaction. Because time is of the essence, should the Property not Close within Thirty Calendar Days, the Seller shall either terminate the Agreement OR the Buyer shall be assessed a penalty of $300.00 per day, to be paid to the Seller in addition to the agreed-upon purchase price, for each day that this transaction does not close following the agreed-upon closing date. Buyer is entitled to possession at Closing. At the time Seller delivers possession, the Property will be in the same condition as the date of acceptance of this Agreement, except as provided herein in paragraph 5 entitled Damage or Destruction of Property, normal wear and tear excepted. Any personal property not included in this Agreement shall be abandoned to the Buyer at Closing. At Closing, Seller shall pay applicable County transfer taxes and deed preparation and shall convey to Buyer marketable title (as described herein paragraph

6) to the Property in fee simple by a Special Warranty Deed in transferable and recordable form. Seller shall be reimbursed by Auction Firm for any and all prepaid title insurance fees and costs. All other closing costs, including the title search fee, will be borne by the Buyer. Closing shall occur through the title agent selected by Seller who shall also hold the Deposit.

13. ASSIGNABILITY: This Agreement may not be assigned.

14. MISCELLANEOUS: This Agreement constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Agreement shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Time is of the essence of all provisions of this Agreement. All provisions of this Agreement shall survive the Closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not a part of this Agreement.

13. COMMISSIONS: The parties hereto agree that the Auction Firm was the sole procuring cause for this Agreement.

14. SELLER BREACH: If Seller breaches Seller's obligations under this Agreement, Seller shall pay Auction Firm any and all amounts due to Auction Firm under this Agreement and the Listing Agreement executed by and between Seller and Auction Firm.

15. APPLICATION OF PROCEEDS: Auction Firm may apply any proceeds from this transaction against any outstanding amounts due and owing to Auction Firm from Seller.

16. INDEMNIFICATION: Buyer and Seller hereby agree, jointly and severally, to indemnify and hold Auction Firm and harmless from any current or future claim regarding the Auction or Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

17. GOVERNING LAW; JURISDICTION; VENUE: This Agreement will be governed by and construed in accordance with the laws of the State in which the Property is located, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the Court of Common Pleas for Franklin County, Ohio, which court will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters between the parties.

18. RECOVERY OF FEES BY PREVAILING PARTY. In the event of any legal action (including arbitration) to enforce or interpret this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses (including expert witness fees) of the prevailing Party in such amount as the may be determined. In addition, such non-prevailing Party shall pay reasonable attorneys' fees incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.

19. SIGNATURES; COUNTERPARTS. This Agreement may be executed manually, electronically, digitally, or by any other means intended

to represent the signature of a party. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which, taken together, will constitute one and the same instrument.

ACKNOWLEDGEMENTS

FOR BUYER

Buyer Signature ____________________ Date ____________________

Buyer Name Printed ____________________ Date ____________________

Buyer Address ____________________ Buyer Phone Buyer Email ____________________

Buyer City/State/Zip ____________________

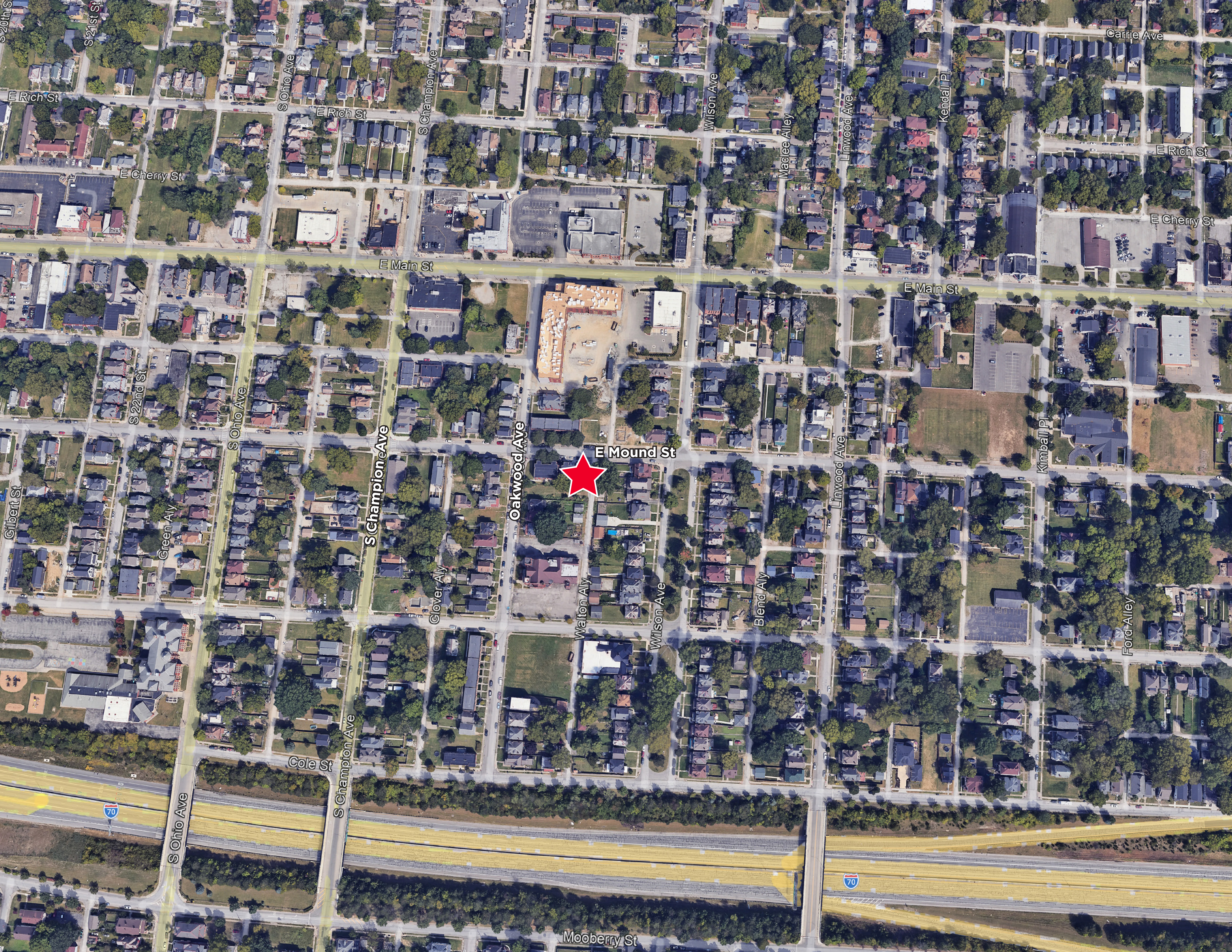
FOR SELLER

Sellers Signature ____________________ Date ____________________

Seller Name Printed ____________________

Sellers Signature ____________________ Date ____________________

Seller Name Printed ____________________


E Mound St
E Main St
E Main St
E Rich St
E Rich St
E Rich St
E Cherry St
E Cherry St
Carrie Ave
S Ohio Ave
S Ohio Ave
S Ohio Ave
S Champion Ave
S Champion Ave
S Champion Ave
Oakwood Ave
Wilson Ave
Wilson Ave
Linwood Ave
Linwood Ave
Kendall Pl
Kimball Pl
S 22nd St
S 21st St
Gilbert St
Green Aly
Glover Aly
Walton Aly
Blend Aly
Ford Alley
Macies Alley
Cole St
Mooberry St
70
70

Zane Fry
Cushman & Wakefield
Director
zane.fry@cushwake.com
+1 614 827 1723

Richard F. Kruse
Gryphon USA
Owner
rfk@gryphonusa.com
+1 614-774-4118

Jeremy Pratt
Gryphon USA, Ltd
Broker
jgp@gryphonusa.com
+1 614 905 7898

GRYPHON

CUSHMAN & WAKEFIELD