

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

This Agreement for Purchase and Sale and Escrow Instructions (this "Agreement") is made as of the Effective Date (as defined below in Section 17), by and between **Cincinnati Savings & Loan Company** ("Seller") and _____ ("Buyer").

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, Seller and Buyer do hereby mutually agree as follows:

1. Seller hereby agrees to sell and convey, and Buyer hereby agrees to purchase, all on the terms and at the Purchase Price as set forth hereinafter, the following (collectively, the "Purchased Assets"):

(a) the real estate and improvements better known as 2564 Ring Place, Cincinnati, OH 45204, Hamilton County, Ohio Parcel No. 173-0006-0059-00 (the "Real Property"); and

(b) all fixtures and personal property located on the Real Property (the "Personal Property").

2. Purchase Price. The purchase price for the Purchased Assets shall be _____ and _____ and No/100 Dollars (\$XX) (the "Purchase Price"), paid as follows:

(a) Upon execution of this Agreement, Buyer shall wire transfer to _____ (the "Escrow Holder") immediately available United States funds in a sum equal to Five Thousand and No/100 Dollars (\$5,000.00) as earnest money (the "Earnest Money Deposit") to apply toward the Purchase Price or otherwise be disposed of pursuant to the terms of this Agreement.

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

3. Title to the Purchased Assets.

(a) Fee simple title to the Real Property shall be conveyed to Buyer at Closing by a limited warranty deed ("Seller's Deed"), free, clear and unencumbered except for non-delinquent real estate taxes and assessments, and easements, limitations and restrictions of record on the Effective Date ("Permitted Exceptions").

4. Taxes; Utilities; Insurance; Rents; Security Deposits.

(a) At the Closing, as described in section 6 below, Buyer shall receive credit toward the Purchase Price for real estate taxes and assessments incurred but not yet due and owing on a prorated basis through the Closing Date. Any special assessments or delinquent real estate taxes and any penalties or interest thereon outstanding as of Closing will be satisfied at Closing by Seller. Such proration shall be final and after such proration is made the 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. Final readings and final billings for utilities, if any, will be made as of the date of Closing, and all utilities consumed on the Property before the Closing shall be at Seller's expense. Seller will be entitled to all deposits presently in effect with the utility providers, and Buyer will be obligated to make its own arrangements for deposits with the utility providers.

5. Contingencies.

(a) No Financing Contingency. Buyer acknowledges that the Buyer's obligation to consummate the transaction contemplated hereby is not contingent upon Buyer's ability to obtain financing.

(b) No Due Diligence. Buyer acknowledges that the Buyer's obligation to consummate the transaction contemplated hereby is not contingent upon Buyer's ability to conduct any due diligence on the Purchased Assets, and that Closing will not be deferred to allow Buyer time to conduct due diligence.

(c) Insurable Title. Buyer's obligation to consummate this transaction is contingent on the willingness of any reputable title insurance underwriter to issue an ALTA Standard Coverage Owner's Policy of Title Insurance for the Purchased Assets (the "Title Policy") written with liability in the amount of the Purchase Price. Buyer may, at its expense, purchase a Title Policy. Buyer may further elect to obtain, at its expense, an ALTA Owner's Extended Coverage Policy of Title Insurance, but a reputable title insurance underwriter's unwillingness to issue the same or any endorsements shall not be grounds for terminating this Agreement or delaying the Closing. Receiver shall be under no obligation to incur any additional liability or indemnities with respect thereto or to make any representations regarding the Purchased Assets beyond those provided herein.

(d) Lender Approval. Seller's obligation to consummate this transaction is contingent upon its lenders, Cincinnati Savings & Loan Company and the Small Business Administration, accepting a short payoff of their mortgages on the Purchased Assets. If Seller is unable to obtain such short payoff approval by the Closing Date, the Closing Date shall be extended one time by up to ninety (90) additional days in order to provide Seller additional time to seek such approval, failing which Buyer shall have the right to terminate this Agreement.

6. Closing.

(a) Escrow. Upon execution of this Agreement by Buyer and Seller, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open Escrow (the "Escrow") for the consummation of the sale of the Purchased Assets to Buyer pursuant to this Agreement. Upon Closing, Escrow Holder shall pay any sum owed to Seller with immediately available United States funds.

(b) Closing Date. The consummation of the sale of the Purchased Assets through Escrow shall close (the "Closing") twenty one (21) days after the Effective Date, as defined in Section 17 (the "Closing Date") provided that all other conditions set forth in this Agreement have been satisfied or waived in writing by the party intended to be benefitted thereby. Closing shall occur via mail escrow, through Escrow Holder.

(c) Buyer's Conditions to Closing. The Closing is subject to and contingent on the satisfaction of only the following conditions or the waiver of the same by the Buyer in writing:

(i) Accuracy of Seller's Representations and Warranties. All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date made and, subject to update, as of the Closing.

(ii) Seller's Performance. Seller shall have performed, satisfied, and complied in all material respects with all material covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(iii) Title Policy. As set forth in section 5(c) above, a qualified title insurance underwriter's willingness to issue a Title Policy written with liability in the amount of the Purchase Price and on the other terms set forth therein.

(d) Seller's Conditions to Closing. The obligations of Seller to consummate the transactions provided for herein are subject to and contingent upon the satisfaction only of the following conditions or the waiver of the same by the Seller in writing:

(i) Accuracy of Buyer's Representations and Warranties. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date made as of the Closing.

(ii) Buyer's Performance. Buyer shall have performed, satisfied, and complied in all material respects with all material agreements, covenants, and conditions required hereby to be performed or complied with by Buyer on or before the Closing Date, including without limitation, payment in full of the Purchase Price.

(e) Closing Costs and Charges.

(i) Seller's Costs. Seller shall pay: (a) all documentary transfer taxes on the Seller's Deed, if any; and (b) preparation of the Seller's Deed.

(ii) Buyer's Costs. Buyer shall pay (a) the Escrow Holder's fees in connection with the Escrow (including any cancellation fees); (b) recording fees payable in connection with the Deed; (c) the cost of the Title Policy, as well as any extended coverage or endorsements, if the Buyer so elects to purchase them; (d) the cost of any survey of the Real Property obtained by Buyer. In addition, Buyer shall be solely responsible for (e) the costs of any due diligence investigation conducted by or for the benefit of Buyer; and (f) the cost of any lender's policy of title insurance obtained for Buyer's lender, if any.

(iii) Other Costs. All other costs relating to the Closing, if any, shall be the responsibility of the Buyer (except that Buyer has no obligation to pay any costs charged or incurred by Seller's lienholders); provided, however, that each party hereto shall be responsible for its own attorney's fees and costs in connection herewith.

(f) Deposit of Documents By Seller. On or before the Closing Date, Seller shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Seller where appropriate:

(i) the Seller's Deed;

(ii) all documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement;

(iii) an approved settlement statement prepared by the Escrow Holder.

(g) Deposit of Documents and Funds By Buyer. On or before the Closing Date, Buyer shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Buyer where appropriate:

(i) the Cash Balance;

(ii) all other funds and documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement;

(iii) an approved settlement statement prepared by the Escrow Holder.

(h) Delivery of Documents and Funds at Closing. Provided that all conditions to Closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived by the party intended to be benefited thereby, on the Closing Date, Escrow Holder shall conduct the Closing by recording and/or distributing the following documents and funds in the following manner:

(i) Recorded Documents. Record the Seller's Deed in the Official Records of Hamilton County, Ohio.

(ii) Purchase Price. Deliver to Seller the Purchase Price and such other funds, if any, as may be due to Seller by reason of net credits under this Agreement.

(iii) Buyer's Documents. Deliver to Buyer: (a) the original Title Policy, along with such other extended coverage and endorsements, as the Buyer elects to purchase (if the Buyer purchases to the same from the Escrow Holder and as soon as practicable after the Closing).

(iv) Seller's Documents. Deliver to Seller copies of every document delivered to Buyer.

(i) Prorations and Adjustments. The following matters and items pertaining to the Purchased Assets shall be prorated and apportioned between the Buyer and Seller, taking into account the extent to which the same are attributable to periods before and after the Closing Date. Net credits in favor of Buyer shall be deducted from the Purchase Price and net credits in favor of Seller shall be paid to Seller in cash through Escrow at the Closing.

(i) Rents and Charges. not applicable

(ii) Prepaid Rents. not applicable

(iii) Taxes and Assessments. All real estate taxes and assessments (including without limitation ad valorem, school, intangible, and use taxes) relating to the Purchased Assets shall be prorated based on the current year's tax bills (or to the extent the current year's tax bill is not available, then on the most recent available actual tax bill). Any and all such taxes which are due (whether or not then delinquent or payable) as of the Closing shall be paid at the Closing through the Escrow, other than sales taxes on the transfer to Buyer (which shall be paid at Closing by Buyer) and increases in property taxes resulting from the transfer to Buyer (which shall be Buyer's sole responsibility).

(iv) Security Deposits. not applicable

7. Intentionally Omitted.

8. Possession. Possession of the Real Property and Personal Property shall be delivered to Buyer at Closing.

9. Condemnation. In the event that condemnation proceedings are commenced against all or any part of the Real 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 Agreement by written notice to Seller 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 Agreement. If Buyer elects to so terminate this Agreement 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.

10. Intentionally Omitted.

11. Fire or Casualty. If, on or after the Effective Date but prior to the Closing, and subject to the provisions of Section 4 above, the Purchased Assets are 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 Agreement, in which case Buyer shall be entitled to all insurance awards resulting therefrom and Seller shall have no repair, restoration, or other obligation in connection with such casualty; or (b) cancel this Agreement, in which event the parties shall be released from all liability hereunder and the Earnest Money Deposit shall be returned immediately to Buyer. If Buyer elects to cancel this Agreement, Buyer shall so notify Seller in writing within seven (7) days after it receives notice of such fire or other casualty. Failure by Buyer to so notify Seller shall constitute an election to proceed to Closing.

12. Brokers. Receiver represents and warrants that it has not employed the services of a real estate broker in connection with this transaction other than the brokerage arm of Prodigy Properties ("Receiver's Broker"). Buyer represents and warrants that it has not employed the services of a real estate broker in connection with this transaction other than _____ of _____ ("Buyer's Broker"). Buyer's Broker shall receive compensation for services rendered in an amount equal to 3% of the High Bid, to be paid at Closing. Buyer agrees to indemnify and save and hold Receiver harmless from and against any claims by any other 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 Agreement.

13. Default. If for any reason, other than the Seller's breach of this Agreement, Buyer fails to complete the Closing on the Closing Date, on the terms and conditions of this Agreement, the Seller's sole remedy shall be to retain the Earnest Money Deposit and any other funds deposited with the Seller as liquidated damages. The parties agree that it would be impractical and extremely difficult to determine the Seller's actual damages and that, taking into account all of the circumstances existing on the date of this Agreement, the Earnest Money Deposit represents a reasonable estimate of the Seller's damages to be suffered by the Seller by reason of such default or breach, and is not a penalty or forfeiture. If the Seller shall default in its obligation to complete the Closing on the Closing Date (or any extension thereof as set forth in this Agreement), and does not remedy such default within seven (7) days

following delivery to the Seller of written notice from Buyer of such default, then Buyer's exclusive remedy shall be, at Buyer's option, either to elect to terminate this Agreement upon written notice to the Seller and to be refunded the Earnest Money Deposit or to file suit to seek specific performance of this Agreement. Buyer shall have no other remedies if the Seller defaults on its obligation to complete the Closing. Upon any termination of this Agreement hereunder, neither Buyer nor Seller shall have any further obligations under this Agreement or liability to the other except for those obligations which expressly survive termination of this Agreement.

In the event of a dispute regarding the disbursement of the Earnest Money Deposit hereunder, the parties agree and acknowledge that the Escrow Holder shall have the right at its option to (1) retain the Earnest Money Deposit in its escrow account until it receives either (a) written instructions signed by the Seller and the Buyer specifying how the Earnest Money Deposit is to be disbursed, or (b) a final order from the Court that specifies to whom the Earnest Money Deposit should be awarded, or (2) cause the Earnest Money Deposit to be delivered to a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead Seller and Buyer by an action brought in any such court (and deposit by Escrow Holder into such court of the Earnest Money Deposit shall relieve Escrow Holder of all further liability and responsibility in connection with this Agreement and the Escrow). Seller and Buyer agree that Hamilton County Ohio shall be the exclusive jurisdiction and venue for hearing and deciding any dispute regarding the performance of this Agreement and the distribution of the Earnest Money Deposit. In any such dispute, the prevailing party shall be entitled to recover from the other any necessary and reasonable costs and expenses incurred in enforcing this Agreement or seeking damages hereunder, including reasonable attorney fees and costs.

14. Notice. Any notice, demand, or request required or permitted to be given under the provisions of this Agreement 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, or on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed to the following addresses, or to such other address as any party may request, in the case of Seller, by notifying Buyer, and in the case of Buyer, by notifying Seller:

Seller: Cincinnatus Savings & Loan Company
3300 Harrison Avenue
Cincinnati, OH 45211

Buyer: _____

15. Successors and Assigns. With written consent of the Seller, which consent will not be unreasonably withheld, Buyer is authorized to assign this Agreement to any related entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.

16. No Reservation of Purchased Assets. The preparation and/or delivery of unsigned drafts of this Agreement shall not create any legally binding rights in the Purchased Assets and/or obligations of

the parties, and Buyer and Seller acknowledge that this Agreement shall be of no effect until it is duly executed by both Buyer and Seller.

17. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the law of the State of Ohio. This Agreement 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 Agreement shall not affect or impair the validity of any other provision or term. This Agreement 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. The submission of this Agreement for examination does not constitute an offer to purchase or sell. This Agreement may be executed in counterparts, including faxed counterparts, each of which shall be deemed an original. This Agreement shall not be recorded by either party. Time is agreed by the parties to be of the essence of this Agreement.

The date of the later of Seller's or Buyer's signature shall be the "Effective Date."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale and Escrow Instructions on the dates set forth below, but as of the Effective Date.

SELLER:

Cincinnati Savings & Loan Company

Date: _____, 2019

BUYER:

Date: _____, 2019