

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("Agreement") is made by and between _____ ("Purchaser"), and Hilton Capital, LLC ("Seller"), sometimes collectively referred to as the "Parties".

In consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, Seller and Purchaser agree as follows:

1. **PROPERTY DESCRIPTION:** Purchaser will purchase and Seller will sell the following described property known as 7433 Towerview Lane, Cincinnati, Ohio 45255 (the "Property").
2. **EXECUTION OF THIS AGREEMENT.** Purchaser acknowledges that it is executing this Agreement as the highest qualified bidder at online sale of the Property at OhioForeclosures.com (the "Sale") which concluded on June 23, 2022 (the "Sale Conclusion").
3. **PURCHASE PRICE:** The purchase price for the Property shall be _____ and No/100 Dollars (\$_____) (the "Purchase Price"), which encompasses: (i) the Purchaser's successful winning bid in the Sale in the amount of \$ _____ (the "Winning Bid"), plus (ii) an amount equal to ten percent (10%) of the Winning Bid (the "Buyer Premium").
4. **PAYMENT OF PURCHASE PRICE:** The Purchase Price shall be paid as follows:
 - i. Within 24 hours of Sale Conclusion, Purchaser shall wire transfer to _____ (the "Escrow Holder") immediately available United States funds in the sum equal to ten percent (10%) of the Winning Bid 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.
 - ii. At Closing, subject to adjustments and prorations as set forth herein, Purchaser shall pay to the Escrow Holder the balance of the Purchase Price (the "Cash Balance") by wire transfer of immediately available United States funds.
5. **CONTINGENCIES:**
 - i. Purchaser's obligation to consummate this transaction is contingent upon the Seller's ability to convey marketable title to the Property, on or before the Closing.
 - ii. Purchaser acknowledges that the Purchaser's obligation to consummate the transaction contemplated hereby is not contingent upon Purchaser's ability to obtain financing, and that the Closing will not be deferred to allow Purchaser time to obtain financing.

- iii. Purchaser acknowledges that the Purchaser's obligation to consummate the transaction contemplated hereby is not contingent upon Purchaser's ability conduct any due diligence on the Property, and that Closing will not be deferred to allow Purchaser time to conduct due diligence.
6. PRORATIONS: Property taxes shall be pro-rated to the date of Closing. Seller shall pay the property taxes through the closing date and the Purchaser will be responsible for property taxes due thereafter. All tax prorations are final.
7. CONVEYANCE AND CLOSING: The consummation of the sale of the Property shall close (the "Closing") on or before July 8, 2022.
8. TITLE: Fee simple title to the Property shall be conveyed to Purchaser at Closing by a limited warranty deed.
9. POSSESSION: Seller shall deliver possession of the property to the Purchaser at Closing.
10. SOLE CONTRACT: Seller represents and warrants that it has not previously entered into any agreement, written or oral with any other person with regard to selling, transferring, leasing or conveying the Property and that the only agreement it has agreed to is this Agreement.
11. NOTICES: Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either of the Parties to the other, such notice or demand shall not have been deemed to have been duly given or served, unless in writing, and forwarded by certified mail, return receipt requested, addressed as follows:

IF TO PURCHASER: _____

IF TO SELLER: Hilton Capital, LLC
c/o Prodigy Properties
5254 Ridge Ave.
Cincinnati, Ohio 45213

12. APPLICABLE LAW: The laws of the State of Ohio shall govern this Agreement.
13. DISCLAIMER: PURCHASER UNDERSTANDS THAT SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. PURCHASER 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, (A) 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 PURCHASER 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 ARE 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 PURCHASER 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 PURCHASER 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. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER 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. PURCHASER 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. PURCHASER 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 PURCHASER SUBJECT TO THE FOREGOING. PURCHASER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AND DEALING WITH PROPERTIES IN SELLERSHIP, THAT ENABLES PURCHASER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER, AND PURCHASER 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 AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

14. 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 liquidated damages shall be the Earnest Money Deposit and any other funds deposited with the Seller. 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 the performance of any covenants of this Agreement, and does not remedy such default within a reasonable period of time following delivery to the Seller of written notice from Buyer of such default, then Buyer's exclusive remedy shall be to elect to terminate this Agreement upon written notice to the Seller and to be refunded the Earnest Money Deposit. Buyer shall have no other remedies if the Seller defaults in the performance of any covenants of this Agreement. 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 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. 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.

15. EFFECTIVE DATE: The date of the later of Seller's or Purchaser's signature shall be the "Effective Date."
16. CLOSING COSTS: Seller shall pay the transfer tax and provide the deed. Buyer shall be responsible for all other closing costs including, Escrow Holder fees, deed recording, title search and title insurance. Seller will execute a deed and settlement statement only at Closing.
17. ASSIGNMENT: Buyer may not assign this agreement without written permission of the Seller.

[SIGNATURE PAGE FOLLOWS]

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

PURCHASER:

Name

By

Date: _____

SELLER:

Hilton Capital, LLC

By: _____

Its: _____

Date: _____

NON-NEGOTIABLE