

Auction Terms and Conditions

Sales Method: The sales method involves offering the property with only one tract available for online bidding. Bidders will have the opportunity to place bids on this tract exclusively through the online platform. Bidders can continue to increase their bids until the auction end date, which will be extended by 2 minutes each time a new bid is placed.

Down Payment: 10% down payment on the day of the auction. The down payment must be by cashier's check.

Financing: Bidders' must have their financing arranged prior to the auction. No bids are conditional upon financing.

TECHNOLOGY DISCLAIMER: Dye Real Estate and Land Co., L.L.C., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid, Dye Real Estate and Land Co., L.L.C., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure.

Property Inspection: Potential purchasers are responsible for conducting their own inspection of the property and any due diligence, inquiries, and inspections will be conducted at their own risk. Seller and real estate company disclaims any and all responsibility for the bidder's safety during any physical inspection of the property.

Acceptance of Bids: Any and all successful bidders will be required to enter into a purchase agreement with the seller immediately following the sale, seller may be signing the contract(s) electronically. All final bids are subject to the seller's confirmation. This offer will remain irrevocable and available to the seller for 5 business days after delivery of this offer to the sellers, its counsel, or Agent.

Evidence of title: If any buyer elects to purchase title insurance, the cost thereof will be at buyer's sole expense. Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. All tracts are being sold "AS IS".

Deed: Seller to provide a General Warranty Deed.

Closing: The balance of the purchase price is due at closing, which will take place within 30 days after the auction. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed by law, including a suit for damages, specific performance or cancellation of the sale with the Seller to retain the earnest money deposit. Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.

Possession: Possession will be at closing.

Real Estate Taxes: All taxes and assessments shall be prorated to the day of closing. In prorating taxes and assessments, the most current available tax information shall be used.

Tract Map and Acreage: All dimensions, proposed boundaries, and tract acreages are approximate and are based on aerial photos and auditor information.

Mineral Rights: The sale will include 100% of the mineral rights, if any, owned by the seller.

Buyers Premium: Buyers Premium of 10% of the sales price.

Survey: The seller will provide a new survey and legal description if required to transfer. If governmental authority approves the legal description under its current form then the buyer agrees to accept the current acreage described under the current legal description.

Agency: Dye Real Estate and Land Company, and its representatives, are sole agents for the seller.

Disclaimer and Absence of Warranties: All information contained in this brochure and all related materials are subject to the terms and conditions in the purchase agreement. The property is being sold "AS IS, WHERE IS" with no warranty or representation, either expressed or implied, concerning the property is made by the Seller or Dye Real Estate and Land Company. All sketches and dimensions in this brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure and all other printed material are subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the seller or Dye Real Estate and Land Company.

Seller: OSL Lima LLC

Auctioneer and Real Estate Broker: Devin Dye

Licensed and Bonded in favor of the State of Ohio.