IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO

DEUTSCHE BANK AG, NEW YORK BRANCH, Plaintiff, v. HH CLEVELAND HUNTINGTON, L.P., *et al.*, Defendants	CASE NO. 1:25-cv-2332 JUDGE CHARLES FLEMING **SALE PROCEDURES**

On January 9, 2026, the United States District Court for the Northern District of Ohio (the "Court") in *Deutsche Bank AG, New York Branch v. HH Cleveland Huntington, L.P. et al.,* Case Number 1:25-cv-2332 (the "Action") entered that certain *Order Appointing Receiver* (the "Receiver Order") appointing John K. Lane (the "Receiver") as receiver over certain real property located at 925 Euclid Avenue in Cleveland, Ohio (more commonly known as the Centennial Building, "925" or the "Property"), (Receiver Order, ¶¶ 2 & 4, generally), and all related property as further described in the Receiver Order (collectively, the "Assets"). Pursuant to the Receiver Order, the Receiver is authorized to market and sell the Assets. (Receiver Order, ¶¶ 3(h), 4 generally.[1]

These bidding, auction, and other procedures (the "Sale Procedures") set forth, among other things, the process by which potential purchasers can perform due diligence, submit bids to the

[1] Receiver acknowledges that certain tax credits or tax incentive financing or related accommodations (collectively, "Tax Credits") may have been available relating to the Property in the past and may be available to any Bidder in the future relating to the Property, but transfer or transition of any such Tax Credits is presently, and expected at the closing of any Sale to be, uncertain and not assured. Receiver explicitly states that, while Receiver is seeking information and confirmation relating to Tax Credits from any and all governmental authorities and entities, confirmation of any Tax Credits continuing with the Property or the Assets is unknown and Bidders must rely upon their own diligence, research and relationships in determining if Tax Credits may be available or granted for any project they have in mind or designed for the Property. Receiver, and his professionals and advisors, expressly make no representations or warranties with regard to Tax Credits that may or may not be available on or related to the Property.

EXHIBIT

A

Receiver, consider submitted bids for the Assets (as a Stalking Horse or otherwise) the required format of such bids, and the manner in which an auction may be conducted (the "Auction") for the sale or sales (the "Sale(s)") of the Assets. [2]

Pursuant to these Sale Procedures, the Purchased Assets, as defined in the form of Asset Purchase Agreement (the "APA") attached to these Sale Procedures as EXHIBIT A. The APA sets forth the terms and conditions under which the Receiver contemplates selling the Purchased Assets. Unless otherwise defined or stated in these Sale Procedures, capitalized terms used in these Sale Procedures shall have the meanings ascribed to them in the APA.

In the Action, Deutsche Bank AG, New York Branch ("Deutsche Bank") has commenced the foreclosure of the Property, and these sale procedures are an extension of the Action, with the Receiver fulfilling his obligations under the Receiver Order to maximize the value of the subject Property, in this case by effectuating a sale of the Assets. Deutsche Bank, in the Action is seeking judgment against defendants for a sum in excess of $33 million lent to defendants. Unless and until otherwise instructed by the Court, Receiver intends to respect and honor Deutsche Bank's legal right and ability to credit bid in amounts up to the demonstrable amount of its debt ("Credit Bid"), provided that in any event that Deutsche Bank does exercise its Credit Bid, it shall make payments in cash to cover amounts that are superior in interest to its Credit Bid, including, without limitation, amounts necessary to clear real estate taxes assessed and due relating to the Property, and all sums due and owing under the Receiver Order. The amount of any Credit Bid, if any, shall be determined at a later date, as more fully explained in these Sale Procedures.

NOTWITHSTANDING ANY DATES OR PROCEDURES INCLUDED HEREIN, IF, IN THE PROCESS OF MARKETING THE ASSETS FOR SALE, RECEIVER BECOMES AWARE THAT MODIFICATIONS TO THESE PROCEDURES, DEADLINES OR OTHERWISE, CAN LEAD TO A HIGHER AND BETTER RESULT FOR THE ASSETS AND/OR THE PROCESS, THE RECEIVER FULLY AND COMPLETELY RESERVES ANY AND ALL RIGHTS TO EXERCISE SUCH DISCRETION AND ACT ACCORDINGLY WITH OR WITHOUT NOTICE. NOTICE OF ANY SUCH DECISION SHALL BE PROVIDED TO THE COURT AND ANY KNOWN INTERESTED PARTIES AS SOON AS ANY SUCH MODIFICATION TO THESE PROCEDURES OR ANY DEADLINE HEREIN AS SOON AS RECEIVER, IN CONSULTATION WITH HIS PROFESSIONALS AND DEUTSCHE BANK (SO LONG AS DEUTSCHE BANK IS NO LONGER A POTENTIAL BIDDER), MAKES SUCH DETERMINATION, IN HIS SOLE DISCRETION.

SUCH AMENDMENT TO THE PROCESS REFERENCED ABOVE EXPRESSLY INCLUDES THE ABILITY FOR RECEIVER TO PURSUE A PRIVATE SALE WITH

[2] As stated further herein, to any extent Receiver receives a Bid for the Assets that he considers, in his sole discretion, with consultation with his advisors (specifically including Gordon Brothers) and Deutsche Bank (provided that Deutsche Bank is no longer a potential Bidder) to be a clear highest and best value for the Assets, Receiver reserves the right and discretion to consider a private sale bid from any Bidder, which, if selected, Receiver will immediately notify the Court and Deutsche Bank and seek approval of such Bid from the Court by Motion to Approve Sale By Private Bid.

ANY BIDDER UPON A DETERMINATION THAT SUCH BID IS THE HIGHEST AND BEST VALUE FOR THE ASSETS. SUCH PRIVATE SALE OPPORTUNITY MAY PRESENT ITSELF AT ANY TIME AND WITHOUT NOTICE.

The Receiver has not yet, but may (and reserves the right to), in consultation with his appointed professionals and counsel, select a Bidder (as defined below) to be a stalking horse bidder to minimize downside risk and maximize sale proceeds.[3] The deadline for Receiver to identify such party to serve as Stalking Horse Bidder (as defined herein) shall be 11:59 pm ET on September 15, 2026 (the "Stalking Horse Identification Deadline"). If Receiver names and identifies a bidder to serve as Stalking Horse Bidder on or before the Stalking Horse Identification Deadline, then the Receiver shall be entitled to amend these Sale Procedures **without motion and by providing notice to the Court and all parties known to have an interest in purchasing the Assets**, (the "Notice to Designate Stalking Horse Bidder") to the extent necessary, to designate such party as the stalking horse bidder (a "Stalking Horse Bidder") for the Assets and authorize and approve (i) a break-up fee (and any related expense payments) (the "Break Up Fee(s)") up to 3% of the purchase price for the Assets in the Stalking Horse Bid payable to Stalking Horse Bidder should Stalking Horse Bidder NOT be determined to have the highest and best bid and be named Successful Bidder; (ii) an expense reimbursement of up to $200,000.00 payable to Stalking Horse Bidder should Stalking Horse Bidder NOT be determined to have the highest and best bid and be named Successful Bidder; and (iii) the designation of such bidder along with any amendments to these Sale Procedures necessitated with the identification of a Stalking Horse Bidder.

The Receiver also reserves the right to suspend this process, in his reasonable business judgment for any reasonable reason, including without limitation, upon any change in control of the secured debt(s) owed to Deutsche Bank (as referenced in the Action), subject to the obligation of any party acquiring such debts also acquires all obligations of Deutsche Bank in the Action relating to the Receiver and otherwise.

A detailed description of each of the Assets can be obtained by any Bidder through the process described below in Section 5, entitled "Due Diligence."

As approved by the Court in its approval of Receiver's retention of Gordon Brothers as sales consultant, the fee for any and all brokers (including Gordon Brothers) is to be paid as a Buyers Premium, which is in addition to, and not inclusive of the Purchase Price (the "Buyer's Premium"). For further details on the Buyer's Premium, please contact Gordon Brothers.

Pursuant to these Sale Procedures, the Receiver Order and, by reference in the Receiver Order, Ohio Revised Code Sections 2735.04(B)(5) and (D), the Assets shall be sold free and clear of any and all liens, claims, rights, interests, and encumbrances, other than liabilities expressly assumed, if any.

Except as may be otherwise provided in the APA, the Purchased Assets shall be sold without warranty or representation of any kind or nature and are being purchased by the

[3] If a Stalking Horse Bidder is identified and the Receiver desires to engage with such party to accept a "floor bid" for some or all of the assets, such identification will be provided to the Court, and all interested parties, by Notice filed on the Court Docket and placed in the VDR.

Successful Bidder (as defined below) "as is - where is" and "with all faults."

1. SUBMISSIONS TO THE RECEIVER.

All submissions to the Receiver required to be made under these Sale Procedures must be directed to each the following persons unless otherwise provided (collectively, the "Notice Parties"):

A. *The Receiver.* John K. Lane, Inglewood Associates / PO Box 391717, Solon OH 44139-1717 (jlane@ingw.com) and also to Jim Myers (jmyers@ingw.com);

B. *Counsel to the Receiver.* Wickens Herzer Panza, 35765 Chester Road, Avon, Ohio 44011-1262 (Attn: Christopher W. Peer, Esq. (cpeer@wickenslaw.com), Matthew N. Danese (mdanese@wickenslaw.com); and

C. *Exclusive Sales and Advisory Agent for Receiver.* Gordon Brothers Realty Services, LLC, 101 Huntington Avenue, Suite 1100, Boston, MA 02199 (Attn: James Avallone, Managing Director (javallone@gordonbrothers.com) and Tom Pedulla, (tpedulla@gordonbrothers.com).

2. IMPORTANT DATES.

Below is a summary of important dates with respect to these Sale Procedures:

Event	Date	Description
Stalking Horse Identification Deadline	September 15, 2026	Receiver may designate one or more Bidders as Stalking Horse Bidder consistent with the terms included in these Sale Procedures. Immediately (within 3 business days) following identification and designation of such party as Stalking Horse Bidder, Receiver shall file his Notice to Designate Stalking Horse Bidder.
Bid Deadline	October 24, 2026 at 5:00 p.m., prevailing Eastern Time	Deadline for when the Notice Parties must ***actually receive*** binding Qualified Bids (as defined herein) from Qualified Bidders (as defined herein).
Identify Qualified Bidders/Cancel Auction	October 28, 2026 at 5:00 p.m., prevailing Eastern Time	Deadline by which Receiver will notify all Bidders and Notice Parties whether an Auction will be held and if there is an Auction, identify the Qualified Bidders (as defined herein) and Baseline Bid (as defined herein).
Auction (if necessary)	November 3, 2026 at 10:00 a.m., prevailing Eastern Time	Date that an Auction for the Assets will be conducted, if necessary, at a to be determined location in Greater Cleveland.
Notice of Sale	On or before November 7, 2026 at 5:00 PM, prevailing Eastern Time	Submission of the Notice of Sale and any transcript (if the results are contested).

Event	Date	Description
Sale Objection	November 10, 2026	Any Sale Objection shall be filed with the Court and delivered to Receiver and his counsel on November 10, 2026.
Sale Hearing	____________, 2026 at 1:00 p.m. E.T.	Hearing to Approve Sale.
Closing of Sale	Not later than November 30, 2026	Sale of Closing(s) on the Asset to be completed.

3. BIDDERS.

To participate in the bidding process or otherwise be considered for any purpose under these Sale Procedures, a person or entity interested in submitting a bid and consummating a Sale (each, a "Bidder") must deliver or have previously delivered the following information and any additional information as requested by the Receiver in his discretion:

A. an executed confidentiality agreement on terms acceptable to the Receiver (a "Confidentiality Agreement"); and

B. such financial information as may be requested by Receiver as to the Bidder's financial wherewithal to consummate a transition, which information may include current audited and/or unaudited financial statements (collectively, the "Financials") of the Bidder (or, if the Bidder is an entity formed for the purpose of acquiring the Assets, (i) Financials of the equity holder(s) of the Bidder or such other form of financial disclosure as is acceptable to the Receiver and its advisors; and/or (ii) a written commitment acceptable to the Receiver and its advisors of the equity holder(s) of the Bidder to be responsible for the Bidder's obligations in connection with the applicable Sale).

4. QUALIFIED BIDDERS.

A. "Qualified Bidder" is a Bidder: (i) whose Financials, or the Financials of its equity holder(s), as applicable, demonstrate the financial capability to consummate the Sale, as determined in the Receiver's discretion, in consultation with the Plaintiff; and (ii) whose proposal, solicitation, or offer (a "Bid") is determined by the Receiver on or before the Qualified Bid Announcement Deadline (as defined herein) to be a Qualified Bid. On October 28, 2026 at 5:00 p.m., prevailing Eastern Time (the "Qualified Bid Announcement Deadline"), the Receiver will notify each Bidder in writing whether such Bidder is a Qualified Bidder and shall provide a copy of each Qualified Bid to any other Qualified Bidder and, to the extent applicable, any Stalking Horse Bidder, subsequently identified.

B. If Receiver determines that any Bidder is not to be a Qualified Bidder, the Receiver will notify such party of Receiver's decision, and, in the sole discretion of Receiver, may provide an opportunity to cure such infirmities in any Bid, and then will refund such Qualified Bidder's Deposit (as defined below) on or within five (5) business days after October 24, 2026 at 5:00 p.m., prevailing Eastern Time (the "Bid Deadline") as may be extended from time to time by Receiver, in Receiver's sole discretion.

C. Prior to the Auction, the Receiver may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder at any time prior to the Qualified Bid Announcement Deadline. Without the written consent of the Receiver, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Sale Procedures; *provided that* any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Sale Procedures. The Receiver shall provide written notice of any withdrawal, modification, or amendment of a Qualified Bid (which notice, in the case of a modification or amendment to a Qualified Bid, shall include a detailed description of all such amendments or modifications) to the Stalking Horse Bidder, if any, and other Qualified Bidders promptly upon the Receiver's receipt thereof and in all events by the earlier of (i) one (1) business day of the Receiver's receipt and acceptance thereof; and (ii) the commencement of the Auction.

D. For avoidance of doubt, to any extent Deutsche Bank seeks to be a Bidder by use of its Credit Bid or otherwise, Deutsche Bank shall be considered a Qualified Bidder and submitting a Qualified Bid. Notwithstanding its status to be a Qualified Bidder, if Deutsche Bank does not inform Receiver and Gordon Brothers of its intent to exercise it Credit Bid and be a Qualified Bidder by the Bid Deadline, Deutsche Bank will be considered to not be a Qualified Bidder and not exercising its Credit Bid. If Deutsche Bank determines to not exercise its Credit Bid and thus not be a Qualified Bidder, Deutsche Bank will be consulted on all Bids, and if the opposite is the case (Deutsche Bank is exercising its Credit Bid and is a Qualified Bidder), then Deutsche Bank shall not be consulted on any Sale matters. Receiver or Deutsche Bank shall file a notice of the decision of Deutsche Bank on whether it shall be a Qualified Bidder on or before the Bid Deadline, and such decision shall be non-revocable.

5. STALKING HORSE BIDDER – QUALIFICATION AND DESIGNATION.

A. Gordon Brothers may solicit Qualified Bidders and Qualified Bidders may notify Gordon Brothers of interest in serving as a Stalking Horse Bidder for any Auction to (1) set a floor price for the Assets; (2) establish an initial Qualified Bid to begin any Auction; and (3) be eligible for bidder protections, including, but not limited to Break Up Fee and Expense Reimbursement.

B. At any time before the Stalking Horse Identification Deadline, Receiver, with the advice and consultation with Gordon Brothers and its other advisors and Deutsche Bank may, in his sole discretion, name a Stalking Horse Bidder, and negotiate bidder protections, including, but not limited to Break Up Fee and Expense Reimbursement, with such Qualified Bidder(s) to be Stalking Horse Bidder. Nothing in these Sale Procedures shall prevent Receiver and Gordon Brothers from negotiating with

Qualified Bidders for Stalking Horse Bidder status simultaneously in order to achieve a Stalking Horse Bid that achieves the goals of a Stalking Horse, while also preserving value and assets for the benefit of all stakeholders of the Receivership estate.

C. If and once Receiver negotiates and confirms agreement on a Stalking Horse Bid, Receiver and Stalking Horse Bidder shall negotiate an asset purchase agreement ("Stalking Horse APA") for Stalking Horse Bidder to purchase the Assets, but also serve as the floor of value and initial bid at the Auction. Stalking Horse Bidder understand and consents that the Stalking Horse APA will be provided to all Qualified Bidders and serve as the baseline understanding for a transaction to close a sale of the Assets. Any Stalking Horse APA will have all the qualities of a Qualified Bid and have no contingencies of conditions to close, except for approval of the transaction by the Court.

D. Once the Stalking Horse Bidder has been identified and the Stalking Horse APA has been negotiated and signed, Receiver shall file the Notice to Designate Stalking Horse Bidder on or before the Stalking Horse Identification Deadline. Any Stalking Horse APA shall be included with the filing of the Notice to Designate Stalking Horse Bidder.

6. DUE DILIGENCE.

A. Diligence Provided to Bidders.

Only Bidders approved by the Receiver shall be eligible to receive due diligence information and access to the Receiver's virtual data room (the "VDR"). **No Bidder will be permitted to conduct any due diligence without entering into a Confidentiality Agreement**. The Receiver will provide to each approved Bidder reasonable due diligence information, as requested by such Bidder in writing, as soon as reasonably practicable after such request, and the Receiver shall post all written due diligence provided to any Bidder to the VDR. All Bidders shall be provided with equal access to all materials in the VDR.

Receiver and his professionals have been marketing the Assets since appointment, and many parties have begun and conducted material due diligence (including completion of an acceptable Confidentiality Agreement and access to the VDR). To ensure a transparent and conclusive sale process, Receiver has insisted on an elongated period to allow all Bidders interested in being a Qualified Bidder (or Stalking Horse Bidder) substantial time to complete any and all substantive and confirmatory due diligence on or before the Bid Deadline. For all Bidders, the due diligence period will end on the Bid Deadline and subsequent to the Bid Deadline, the Receiver shall have no obligation to furnish any due diligence information, but the Receiver may provide any additional due diligence information requested by any Qualified Bidder subsequent to the Bid Deadline in his sole and absolute discretion so long as it is then provided to all Qualified Bidders. **Again, written data provided to any Bidder shall also be placed into the VDR.**

Gordon Brothers Realty Services ("Gordon Brothers") shall coordinate all reasonable requests from Bidders for additional information and due diligence access; *provided that* the Receiver may decline to provide such information to Bidders who, at such time and in the

Receiver's discretion have not established, or who have raised doubt, that such Bidder intends in good faith to, or has the capacity to, consummate any Sale.

Indication of Interest. Gordon Brothers (and by extension, Receiver) may, at its sole election (in consultation with the Receiver), request and possibly require from Bidders an Indication of Interest (in each situation, an "IOI") wherein a Bidder communicates to Gordon Brothers the general substance of their bid on a non-binding expression. IOIs may serve at any phase of this process, both as Bid(s) or Stalking Horse Bid(s). IOIs shall be non-binding and revocable at any time. IOIs will not be shared with any other Bidder. Gordon Brothers will use such IOIs, in consultation with the Receiver to communicate with Bidders and the Receiver about Bids and information needed to enhance and improve Bids. Receiver and Gordon Brothers may share IOIs with Deutsche Bank to educate Deutsche Bank with respect to exercise of its Credit Bid.

This VDR is provided by Receiver solely in his role as duly appointed receiver for the Assets by the Court in the Action. Prior to January 9, 2026, Receiver and his professionals had no affiliation with the subject Assets, and Receiver affirmatively disclaims any knowledge or input as to its prior operations, uses, designs, ideas and financial status and viability. The information provided in the VDR is for informational purposes only and expressly without representation or warranty of any party, including without limitation, Receiver, Receiver's professionals or any party(ies) in the Action. No representation or warranty, express or implied, is made as to the completeness or reliability of the information. For avoidance of doubt, Receiver is selling the Assets free and clear of all liens, claims, interests and encumbrances pursuant to his authority in the Receiver Order and further order of the Court.

The Receiver also reserves the right to withhold any diligence materials that the Receiver determines, in his discretion, are sensitive or otherwise not appropriate for disclosure to all Bidders, in his sole discretion. Neither the Receiver nor its representatives shall be obligated to furnish information of any kind whatsoever to any person that is not approved by the Receiver as a Bidder.

ALL DUE DILIGENCE REQUESTS MUST BE DIRECTED TO GORDON BROTHERS.

B. Diligence Provided by Bidders.

Each Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Receiver, Gordon Brothers, or their respective advisors regarding the ability of the Bidder to consummate the Sale. Failure by a Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Receiver to determine that such Bidder is not a Qualified Bidder or that a bid made by such Bidder is not a Qualified Bid (as defined below).

7. BID REQUIREMENTS.

A Bid that is submitted in writing and satisfies each of the following requirements (collectively, the "Bid Requirements"), as determined by the Receiver in his sole discretion, in consultation with Gordon Brothers and his professionals, shall constitute a "Qualified Bid."

A. *Assets*. Each Bid must clearly state which Assets the Qualified Bidder is agreeing to purchase, and if any Assets are excluded from its Bid. In its Bid, any Bidder may state its intents and goals for its use of the Assets which may or may not give rise to additional future consideration for the purchase of the Assets (as determined by Receiver in his sole discretion with advice and assistance of counsel and advisors and consultation with Deutsche Bank, in each applicable instance, "Future Consideration").

B. *Purchase Price*. Each Bid must clearly set forth the purchase price to be paid (the "Purchase Price") for the Assets. The Purchase Price shall include (i) cash plus; (ii) any assumption of Assumed Liabilities (if any); (iii) plus any proposed Future Consideration (to be valued by Receiver in his sole discretion with advice and assistance of counsel and advisors); plus (iv) any credit bid allowed by the Court (the "Qualified Bid Purchase Price"). The Buyer's Premium is NOT part of the Qualified Purchase Price and must be paid with any Qualified Bid.

C. *Deposit*. With its Bid, each Bidder must submit by wire transfer of immediately available funds, a cash deposit in an amount equal to ten percent (10.0%) of the aggregate Qualified Bid Purchase Price set forth in the Bid, to be held in a segregated account or escrow account to be established by the Receiver (the "Deposit").

D. *Executed APA*. Each Bid must be accompanied by (i) an executed copy of an APA, substantially in the form attached to these Sale Procedures ("Modified APA") on terms that are not more burdensome than the terms of the APA, as determined in the Receiver's discretion, in consultation with the Plaintiff; and (ii) a redline comparison of such Modified APA to the APA.

E. *Contingencies; No Financing or Diligence Outs*. A Bid shall not be conditioned on (i) obtaining financing; (ii) shareholder, board of directors, or other internal approval; or (iii) the outcome or completion of a due diligence review by the Bidder. In short, any Bid shall be certain to close any Transaction in a short period of time following the Sale Hearing. Notwithstanding the foregoing, Receiver shall consider the inclusion of any Contingencies in his determination of the highest and best value for the Assets.

F. *Identity*. Each Bid must fully disclose the identity of each entity or entities that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Bidder if such Bidder is an entity formed for the purpose of consummating the Sale), and the complete terms of any such participation (including in any joint or multiple-entity Bid who is purchasing which Assets). Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s) and counsel whom the Receiver and its advisors should contact regarding such Bid.

G. *Collaboration; No Collusion.* To any extent a Bid is submitted by multiple parties or with contemplation of collaboration among parties, identification of all parties participating or sharing in such Bid must be identified, along with a brief understanding of each party's role and how collusion did not and will not occur in regard to the subject Bid.

H. *Transition of the Property and Tax Credits.* Each Bid must clearly state the Bidder's approach to (i) the Property and (ii) any communications with governmental authorities and/or entities regarding any Tax Credits it hopes or expects to achieve. Any Bid may NOT be contingent upon a Bidder obtaining any such Tax Credits, or like or similar accommodations.

I. *Demonstrated Financial Capacity*. A Qualified Bidder must have, in the Receiver's discretion, the necessary financial capacity to consummate the proposed transactions required by its Bid.

J. *Committed Financing*. To the extent that a Bid is not accompanied by evidence of the Bidder's capacity to consummate the sale set forth in its Bid with cash on hand, each Bid must include unconditional committed financing documented to the satisfaction of the Receiver, which demonstrates that the Bidder has received sufficient debt and/or equity funding commitments to satisfy the Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, or diligence approvals and shall have covenants and conditions acceptable to the Receiver.

K. ***Binding and Irrevocable*. A Qualified Bid must be irrevocable unless and until such Qualified Bidder is not selected as the Successful Bidder or the Back-Up Bidder (as defined herein).**

L. *Expenses; Disclaimer of Fees*. Each Bid (other than a designated Stalking Horse Bid) must disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, unless and until designated as a Stalking Horse Bidder by the Receiver. For the avoidance of doubt, no Bidder (other than a Stalking Horse Bidder) will be permitted to request, nor be granted by the Receiver, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis.

M. As-Is, Where-Is – With All Faults. Each Bid must include a written acknowledgement and representation that the Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Assets prior to submitting the Bid; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets (including any Tax Credits) in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bid.

N. *Adherence to Sale Procedures*. By submitting its Bid, each Bidder agrees to abide by and honor the terms of these Sale Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

O. *Compliance with Applicable Law*. Each Bid must comply in all respects with the Ohio Revised Code and any applicable law.

P. *Consent to Jurisdiction*. Each Bidder submits to the jurisdiction of the Court and waives any right to a jury trial in connection with any disputes relating to Receiver's qualification of Bids, the Auction, the construction and enforcement of these Sale Procedures, the Sale documents, and the closing of the Sale, as applicable.

Q. *Bid Deadline*. Each Bid must be transmitted via email (in .pdf or similar format) so as to be actually received on or before the Bid Deadline by the Notice Parties. The Receiver may, in his discretion, extend the Bid Deadline.

8. AUCTION.

If the Receiver receives two or more Qualified Bids (inclusive of any Stalking Horse Bid), the Receiver shall conduct an Auction to determine the Successful Bidder. If the Receiver does not receive two or more Qualified Bids, the Receiver will not conduct an Auction and, if there is only one Qualified Bid (Stalking Horse Bid or otherwise), shall designate such Qualified Bid as the Successful Bid by filing a notice of the same with the Court.

At the Auction, or at any other time, Receiver or Gordon Brothers may approach any Bidder with ideas and considerations for the Property and the Assets, which may include, without limitation, introductions to other Qualified Bidders or potential Qualified Bidders so such parties can consider aggregating interests in the Property and the Assets. **Considering the size, age and unique qualities of the Property and the Assets, such introductions are expected and approved by the Court and consider value additive and generative and not value reductive or collusive.**

On the Bid Deadline, if two or more Qualified Bids have been received, the Receiver will notify each Qualified Bidder of the highest or otherwise best Qualified Bid (the "Baseline Bid"), as determined in the Receiver's discretion, and provide copies of the applicable Qualified Bid supporting the Baseline Bid and copies of all other Qualified Bids to each Qualified Bidder (including any Stalking Horse Bidder, if one is designated). The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Successful Bid shall take into account any factors the Receiver reasonably deem relevant to determine the highest and best value of all Qualified Bid(s) to the Receivership, which may include, solely within the discretion of the Receiver (in consultation with his advisors and counsel, along any non-Bidders Receiver elects to seek input from (including possibly in the discretion of Receiver, Plaintiffs and members of the Northern Ohio community) among other things: (i) the number, type, and nature of any changes to the applicable to the APA, if any, requested by the Qualified Bidder, including the type and amount of Assets sought to be acquired and Assumed Liabilities sought to be assumed in the Qualified Bid; (ii) the amount and nature of the total consideration (including Future Consideration); (iii) the likelihood of the Qualified Bidder's ability to close the applicable Sale and the timing thereof; (iv) the net economic effect of any changes to the value to be received by the receivership from the transaction contemplated by the APA; (v) any contingencies and conditions proposed in a Bid; (vi) the tax consequences of such Qualified Bid; (vii) the impact of any Qualified Bid to all stakeholders to the Property and the Receivership (including without limitation, all Plaintiffs, Defendants, creditors, the northern Ohio community); and (viii) any and all other criteria reasonably considered by Receiver in determining the highest and best value for the Assets (collectively, factors (i)-(viii), the "Bid Assessment Criteria").

If an Auction occurs, the Auction shall take place at 10:00 a.m., prevailing Eastern Time, on November 3, 2026. The Auction shall be virtual and/or in person and conducted according to the following procedures:

A. The Receiver Shall Conduct the Auction.

The Receiver and Gordon Brothers and Receiver's other professionals shall direct and preside over the Auction. The Receiver may adopt rules for the Auction that, in his sole discretion, will best promote the goals of the Auction. At the start of the Auction, the Receiver shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids (defined below) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Bids. The Receiver shall maintain a written transcript of all Qualified Bids made and announced at the Auction, including the Baseline Bid, all applicable Overbids, and the Successful Bid and the Backup Bid (each as defined below).

The following parties shall be entitled to attend the Auction: (i) Qualified Bidders (including Deutsche Bank) and their legal and financial advisors; (ii) the Receiver and its legal and financial advisors (including Gordon Brothers); and (iii) a Stalking Horse Bidder and its legal and financial advisors, if any. A business person for each Qualified Bidder, including any Stalking Horse Bidder, must appear at the Auction.

B. Terms of Overbids.

"Overbid" means any Qualified Bid made at the Auction by a Qualified Bidder subsequent to the Receiver' announcement of the Baseline Bid that complies with the following additional conditions:

(i) Bidding Increments. At the Auction, any overbid shall be in increments of at least $250,000 (an "Overbid"). Additional consideration in excess of the amount set forth in the respective Overbid may include cash and/or non-cash consideration or Future Consideration, *provided that* the value for such non-cash consideration and/or Future Consideration shall be determined by the Receiver in his sole discretion. An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the Qualified Bid no less favorable to the Receivership than any prior Overbid, as determined in the Receiver's sole discretion, but shall otherwise comply with the terms of the Sale Procedures. All Overbids shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Bids.

(ii) Timing. The Receiver may announce a deadline or deadlines (as the Receiver may, in his discretion extend from time to time) by which time any Overbids must be submitted to the Receiver.

(iii) Financial Wherewithal to Continue Bid. The Receiver may, in consultation with Deutsche Bank (so long as Deutsche Bank is not a potential Bidder) and his advisors and counsel, request additional information from a Qualified Bidder at any time during the Auction in order to evaluate such bidder's ability to bid at the Auction over and above its initial offer in its Qualified Bid, consummate the Sale, and fulfill its obligations in connection therewith, ultimately to evaluate and determine the highest and best offer for the Assets. Additional information requests made by the Receiver during the Auction in connection with a Qualified Bidder's ability to continue to bid at the Auction over and above its initial offer in its Qualified Bid shall, in consultation with the Deutsche Bank (so long as Deutsche Bank is not a potential Bidder) and his advisors and counsel, be satisfied prior to such Qualified Bidder submitting any further bids at the Auction. The Receiver may provide the additional information of the Qualified Bidder to Deutsche Bank (so long as Deutsche Bank is not a potential Bidder) and his advisors and counsel. The failure to comply with such requests may disqualify such Qualified Bidder from participating in the Auction.

C. Consideration of Overbids.

The Receiver reserves the right, in his sole discretion, to adjourn the Auction one or more times to, among other things: (i) facilitate discussions between the Receiver and Qualified Bidders; (ii) allow Qualified Bidders to consider how they wish to proceed; and (iii) provide Qualified Bidders the opportunity to provide the Receiver with such additional evidence as the Receiver, in his discretion, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing Overbid amount.

D. Closing the Auction.

(i) The Auction shall continue until the Receiver determines, in his sole discretion, one Qualified Bid to be the highest or otherwise best Bid. Such Qualified Bid shall be declared the "Successful Bid," and such Qualified Bidder shall be declared the "Successful Bidder," at which point the Auction shall be closed. Such acceptance by the Receiver of the Successful Bid is conditioned upon further approval by the Court of the Successful Bid.

(ii) The Receiver shall cause the APA, as applicable, for the Successful Bid and Backup Bid (as defined below) to be finalized to reflect the final terms of such bids prior to the conclusion of the Auction, to then be submitted to the Court for consideration and approval.

(iii) The Receiver will provide a Notice of the Results of the Auction (the "Notice of Sale") and requesting final approval of the Sale to the Court on or before November 7, 2026, by 5:00 PM, prevailing Eastern time and to all Qualified Bidders, Deutsche Bank, and all parties that have entered an appearance and requested notice in this action. Any opposition to the Notice of Sale (a "Sale Objection") shall be filed with the Court filed and served so as to be received on November 10, 2026 by (a) Receiver; (b) Receiver's counsel; (c) Deutsche Bank's counsel, Roetzel & Andress, Tim Reardon and Matt Vansuch; (d) Gordon Brothers, Attn: James Avallone and Tom Pedulla; (e) Counsel for Stalking Horse Bidder, if any; and (f) all parties requesting service of notice and other motions and pleadings in this Action. Upon the approval of the Sale, the Court will enter an order confirming the sale of the Assets (the "Confirmation Order").

E. No Collusion; Good-Faith Offer.

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction and to the Court that: (i) it has not engaged in any collusion with respect to the bidding; and (ii) its Qualified Bid is a good-faith offer and it intends to consummate the Sale if selected as the Successful Bidder.

9. BACKUP BIDDER.

A. Notwithstanding anything in these Sale Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest and best or otherwise second-highest and best Qualified Bid at the Auction, as determined by the Receiver in his sole exercise of his discretion (the "Back-up Bid") shall be required to serve as a backup bidder (the "Back-Up Bidder"), and each Qualified Bidder shall agree and be deemed to agree to be the Back-Up Bidder if so designated by the Receiver.

B. The identity of the Back-Up Bidder and the amount and material terms of the Backup Bid shall be announced by the Receiver at the conclusion of the Auction at the same time the Receiver announces the identity of the Successful Bidder. The Back-Up Bidder shall be required to keep its Bid (or if the Back-Up Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable, for up to sixty (60) days following the conclusion of the Sale Hearing. The Back-Up Bidder shall maintain a Deposit with Receiver in the amount of ten percent (10%) of the aggregate purchase price, and which Deposit shall be held in a segregated account or escrow account until the earlier of (i) the closing of the transaction with the Successful Bidder or (ii) sixty (60) days after the conclusion of the Sale Hearing.

C. If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Receiver shall be entitled to immediately close the Sale with the Back-Up Bidder as the Successful Bidder, and such Back-Up Bidder shall be deemed a Successful Bidder for all purposes in the Sale Order. In such case, the defaulting Successful Bidder's Deposit shall be forfeited to the Receiver. The Receiver specifically reserves the right to seek all available remedies against the defaulting Successful Bidder, including with respect to specific performance.

10. RESERVATION OF RIGHTS.

The Receiver may revise these Sale Procedures and/or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets as follows: (i) to extend the deadlines set forth in these Sale Procedures; (ii) to adjourn the Auction; (iii) to add procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (iv) to cancel the Auction; and (v) to reject any or all bids or Bids; *provided, however,* that any modification or additions to the Sale Procedures or rules imposed at or in connection with the Auction shall not be inconsistent with the APA, the Sale Procedures Order or any other Order of the Court, unless otherwise ordered by the Court.

11. RETURN OF DEPOSIT.

The Deposit of the Successful Bidder shall be applied to the Purchase Price of the transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more segregated accounts or escrow accounts established by the Receiver and shall be returned (other than with respect to the Successful Bidder and the Back-Up Bidder) on or within two (2) weeks after the conclusion of the Sale Hearing.

If the Successful Bidder fails to consummate the Sale because of a breach by the Successful Bidder, the Receiver will not have any obligation to return the Deposit deposited by the Successful Bidder, which may be retained by the Receiver as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Receiver, and the Receiver shall be free to consummate the Sale with the Back-Up Bidder without the need for an additional hearing or order of the Court.

12. FIDUCIARY OUT.

Nothing in these Sale Procedures shall require the Receiver to take any action, or to refrain from taking any action, with respect to any sale transaction pursuant to these Sale Procedures, to the extent the Receiver determines, including based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law; *provided, however,* that the "fiduciary out" described in this Section 12 is not intended to, and shall not, permit the Receiver to take action, or refrain from taking action that is inconsistent with the terms of the any Order of the Court.