

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

O&O INVESTMENT SERVICES, LLC, <i>et. al.</i> ,)	CASE NO. 2022-06-1968
)	
)	
Plaintiffs,)	JUDGE PATRICIA A. COSGROVE
)	
-v-)	
)	
SP INVESTMENTS, LLC, <i>et. al.</i> ,)	
)	
Defendants.)	

MOTION FOR LIMITED RELIEF FROM STAY AND LEAVE TO FILE
ANSWER AND CROSSCLAIMS INSTANTER BY MARK E. DOTTORE,
RECEIVER OF THE AEM SERVICES, LLC

Mark E. Dottore, (the “**Receiver**”), the duly appointed and acting Receiver of Defendant The AEM Services, LLC (“**Services**”), by and through counsel, hereby moves this Court for a limited relief from stay and leave to file instanter his Answer and Crossclaims against Mark Dente, Darrell H. Seibert, II, Stephen J. Pruneski, SP Investment Services, LLC, SP-AEM, a Joint Venture, as described below.

On or about June 22, 2022, this Court issued an Order appointing Mark E. Dottore as Receiver for the AEM Services LLC, with the Order being issued in the matter titled *Longo v. The AEM Services, LLC, et al.*, Case No. CV-2022-05-1754 (the “**Receivership Order**”). Paragraph 5 of Receivership Order, all parties and persons of interest were stayed from initiating or continuing any action at law against the Receiver and the Receivership Entities absent leave of the Court. The

Receivership Order was thereafter amended to include additional entities in the scope of the Receivership.¹

Plaintiffs herein, having initiated the within suit on June 15, 2022, were stayed as against the Receivership Entities pursuant to the Receivership Order. Plaintiffs and the non-receivership Defendants, SP Investments LLC, Darrel Siebert, Stephen Pruneski, and Mark Dente, have continued their litigation efforts. The Receiver, meanwhile, has determined that he has claims that must be prosecuted against SP Investments, Siebert, Pruneski, and Dente. This is the most convenient forum within which to prosecute those claims.

A copy of the Complaint the Receiver proposes to file is attached hereto as Exhibit A.

Date: April 4, 2023

Respectfully submitted,

/s/ Mary K. Whitmer

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¹ The Receiver is presently the Receiver is the Court appointed Receiver of the following entities: 1) The AEM Services, LLC; 2) The AEM Services, LLC dba AEM Funding; 3) AEM Investments, LLC; 4) ARM Wholesale, LLC; 5) AEM Productions LLC; 6) AEM Capital Fund Ltd.; 7) Landmark Property Development, Ltd. fka Landmark Real Estate Endeavors, Ltd.; and, 8) AEM Real Estate Group, LLC (the "Receivership Entities").

/s/ Hugh D. Berkson

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*Attorneys for Mark E. Dottore, Receiver of
The AEM Services, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on April 4, 2023, the undersigned served a copy of the foregoing *Motion for Limited Relief From Stay and Leave to File Answer and Crossclaims Instanter By Mark E. Dottore, Receiver of The AEM Services, LLC* electronically upon all parties who have made an appearance in this case.

/s/ Mary K. Whitmer

Mary K. Whitmer
*One of the Attorneys for Mark E. Dottore,
Receiver*

EXHIBIT A

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

<p>O&O INVESTMENT SERVICES, LLC, <i>et. al.</i>,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-v-</p> <p>SP INVESTMENTS, LLC, <i>et. al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>CASE NO. 2022-06-1968</p> <p>JUDGE PATRICIA A. COSGROVE</p> <p><u>Jury Demand is Endorsed Hereon</u></p>
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**ANSWER AND CROSSCLAIMS OF MARK E. DOTTORE, RECEIVER OF
THE AEM SERVICES, LLC**

Mark E. Dottore, (the “Receiver”), the duly appointed and acting Receiver of Defendant The AEM Services, LLC (“Services”), by and through counsel, for his Answer and Crossclaims to the First Amended Complaint of the Plaintiffs, states that he may or may not have personal knowledge of the facts, circumstances, and defenses in this Answer, Affirmative Defenses and Crossclaims, but that he has conducted, and continues to conduct, an investigation through the legal and accounting professionals that have been hired by him and that he believes, based upon that investigation, that the following Answer, Affirmative Defenses and Crossclaims are true:

1. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 1 of Plaintiffs’ First Amended Complaint.
2. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 2 of Plaintiffs’ First Amended Complaint.

3. Upon information and belief, the Receiver admits the allegations in Paragraph 3 of Plaintiffs' First Amended Complaint.

4. Upon information and belief, the Receiver admits the allegations in Paragraph 4 of Plaintiffs' First Amended Complaint.

5. Upon information and belief, the Receiver admits the allegations in Paragraph 5 of Plaintiffs' First Amended Complaint.

6. Upon information and belief, the Receiver admits the allegations in Paragraph 4 of Plaintiffs' First Amended Complaint.

7. The Receiver admits that Defendant AEM is an Ohio limited liability company but denies its principal place of business is as stated.

8. The Receiver admits that Defendant Mark Dente ("**Dente**") is an individual but states that AEM is in Receivership and Dente is the mere title holder of AEM.

9. The Receiver admits that jurisdiction and venue are proper before this Court and denies for want of knowledge each and every other allegation made and contained in Paragraph 9 of Plaintiffs' First Amended Complaint.

10. Upon information and belief, the Receiver admits the allegations in Paragraph 10 of Plaintiffs' First Amended Complaint. The Receiver admits that many victims were told generally similar stories by Defendant Dente and others which were fabrications and fraudulent but the Receiver does not have personal knowledge of the facts of this particular situation.

11. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 11 of Plaintiffs' First Amended Complaint.

12. The Receiver admits the allegations made and contained in Paragraph 12 of Plaintiffs' First Amended Complaint.

13. Upon information and belief, the Receiver states that Defendant Pruneski ("**Pruneski**"), Defendant Seibert ("**Seibert**"), Defendant SP Investment Services, LLC ("**SP Investments**") and SP-AEM, a Joint Venture ("**SP-AEM**") and together with Pruneski and Seibert and SP Investments, the "**SP Defendants**") and perhaps others used the Investor Plan to find and solicit victims who invested in a Ponzi scheme which the SP Defendants and Dente characterized as a joint venture operated by the SP Defendants and Dente and the Receiver states that AEM was under the complete control of Dente and did not have a separate mind, will or existence of its own and therefore the Receiver denies each and every other allegation appertaining to AEM made and contained in Paragraph 13 of Plaintiffs' First Amended Complaint.

14. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 14 of Plaintiffs' First Amended Complaint.

15. Upon information and belief, the Receiver admits the allegations in Paragraph 15 of Plaintiffs' First Amended Complaint. The Receiver admits that many victims were told generally similar stories by Defendant Dente and others which were fabrications and fraudulent but the Receiver does not have personal knowledge of the facts of this particular situation.

16. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 16 of Plaintiffs' First Amended Complaint.

17. The Receiver admits that the fictitious name "AP-AEM Joint Venture" was registered with the Ohio Secretary of State but denies for want of knowledge each and every other allegation made and contained in Paragraph 17 of Plaintiffs' First Amended Complaint.

18. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 10 of Plaintiffs' First Amended Complaint.

19. Upon information and belief, the Receiver admits the allegations in Paragraph 19 of Plaintiffs' First Amended Complaint.

20. Upon information and belief, the Receiver admits the allegations in Paragraph 20 of Plaintiffs' First Amended Complaint. The Receiver admits that many victims were told generally similar stories by Defendant Dente and others which were fabrications and fraudulent but the Receiver does not have personal knowledge of the facts of this particular situation.

21. Upon information and belief, the Receiver admits the allegations in Paragraph 4 of Plaintiffs' First Amended Complaint.

22. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 22 of Plaintiffs' First Amended Complaint.

23. Upon information and belief, the Receiver admits the allegations in Paragraph 4 of Plaintiffs' First Amended Complaint.

24. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 24 of Plaintiffs' First Amended Complaint.

25. Upon information and belief, the Receiver admits the allegations in Paragraph 4 of Plaintiffs' First Amended Complaint.

26. The Receiver denies for want of knowledge the allegations made and contained in Paragraph 26 of Plaintiffs' First Amended Complaint.

27. Upon information and belief, the Receiver admits that Plaintiffs had no contact with AEM or Dente, and further answering, the Receiver denies for want of knowledge each and every other allegation made and contained in Paragraph 27 of Plaintiffs' First Amended Complaint.

28. The Receiver admits that SP-AEM was a fraud perpetrated by the SP Defendants and Dente acting together and further answering on behalf of AEM, the Receiver says that any written or unwritten terms, conditions, promises, stipulations, provisions, grants, pledges, or guarantees made and contained in any agreement governing the fraudulent activity or dividing the profits of any such fraud that were entered into by and among the SP Defendants and Dente are not binding on the Receiver and he repudiates them.

29. The Receiver admits the allegations made and contained in Paragraph 29 of Plaintiffs' Complaint.

30. The Receiver upon information and belief admits that Seibert made the statements Plaintiffs allege were made in Paragraph 30 of Plaintiffs' First Amended Complaint, but denies any allegation made by the SP Defendants in Case

No. CV-2022-06-1899 that the SP Defendants were not at all times relevant to the Plaintiffs' First Amended Complaint, acting jointly and in concert with Dente to perpetrate and carry out a fraudulent scheme.

31. The Receiver denies any allegation in Paragraph 31 of the Plaintiffs' First Amended Complaint that suggests that the SP Defendants were not at all times relevant to the Plaintiffs' First Amended Complaint, acting jointly and in concert with Dente in furthering his Ponzi scheme and further answering, states that the SP Defendants were finders and participants in Dente Ponzi scheme which was carried out in part through SP-AEM.

32. The Receiver denies any allegation in Paragraph 32 of the Plaintiffs' First Amended Complaint that suggests that the SP Defendants were not at all times relevant to the Plaintiffs' First Amended Complaint, acting jointly and in concert with Dente in furthering his Ponzi scheme and further answering, states that the SP Defendants were finders and participants in Dente Ponzi scheme which was carried out in part through SP-AEM.

33. The Receiver denies any allegation in Paragraph 33 of the Plaintiffs' First Amended Complaint that suggests that the SP Defendants were not at all times relevant to the Plaintiffs' First Amended Complaint, acting jointly and in concert with Dente in furthering his Ponzi scheme and further answering, states that the SP Defendants were finders and participants in Dente Ponzi scheme which was carried out in part through SP-AEM.

34. The Receiver admits that Seibert and Pruneski were grossly negligent and further answering denies any allegation in Paragraph 34 of the Plaintiffs' First Amended Complaint that suggests that the SP Defendants were not at all times relevant to the Plaintiffs' First Amended Complaint, acting jointly and in concert with Dente in furthering his Ponzi scheme and also states that the SP Defendants were finders and participants in Dente Ponzi scheme which was carried out in part through SP-AEM.

35. The Receiver denies for want of knowledge the allegations made and contained in Paragraph 35 of Plaintiffs' First Amended Complaint and further answering denies any allegation in Paragraph 35 of the Plaintiffs' First Amended Complaint that suggests that the SP Defendants were not at all times relevant to the Plaintiffs' First Amended Complaint, acting jointly and in concert with Dente in furthering his Ponzi scheme and also states that the SP Defendants were finders and participants in Dente Ponzi scheme which was carried out in part through SP-AEM.

36. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 36 of Plaintiffs' First Amended Complaint and further answering denies any allegation in Paragraph 36 of the Plaintiffs' First Amended Complaint that suggests that the SP Defendants were not at all times relevant to the Plaintiffs' First Amended Complaint, acting jointly and in concert with Dente in furthering his Ponzi scheme and also states that the SP Defendants were finders

and participants in Dente Ponzi scheme which was carried out in part through SP-AEM.

37. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 37 of Plaintiffs' First Amended Complaint.

38. Upon information and belief, the Receiver admits the allegations made and contained in Paragraph 38 of Plaintiffs' First Amended Complaint.

39. Upon information and belief, the Receiver admits the allegations in Paragraph 39 of Plaintiffs' First Amended Complaint.

40. Upon information and belief, the Receiver admits the allegations in Paragraph 40 (1) and (2) of Plaintiffs' First Amended Complaint and further answering the Receiver repudiates any terms, conditions, promises, stipulations, provisions, grants, pledges, or guarantees made and contained in any agreement, written or unwritten by and among the SP Defendants and Dente because they were made for fraudulent purposes and therefore denies Paragraph 40(3) of Plaintiffs' First Amended Complaint.

41. Upon information and belief, the Receiver admits the allegations in Paragraph 41 of Plaintiffs' First Amended Complaint.

42. Upon information and belief, the Receiver admits the allegations in Paragraph 42 of Plaintiffs' First Amended Complaint.

43. Upon information and belief, the Receiver admits the allegations in Paragraph 43 of Plaintiffs' First Amended Complaint.

44. Upon information and belief, the Receiver admits the allegations in Paragraph 44 of Plaintiffs' First Amended Complaint.

45. Upon information and belief, the Receiver admits the allegations in Paragraph 45 of Plaintiffs' First Amended Complaint.

46. The Receiver admits the allegations in Paragraph 46 of the Plaintiffs' First Amended Complaint.

47. The Receiver admits the allegations in Paragraph 47 of the Plaintiffs' First Amended Complaint.

48. The Receiver admits the allegations in Paragraph 48 of the Plaintiffs' First Amended Complaint.

49. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 49 of Plaintiffs' First Amended Complaint.

50. The Receiver denies that AEM was a willing joint venturer with the SP Defendants but acknowledges that Plaintiffs are entitled to a claim in the AEM Receivership in an amount that shall be determined in the future and further answering, the Receiver admits that each SP Defendant and Dente are liable to AEM for the indebtedness incurred by Plaintiffs.

51. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 50 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

52. Upon information and belief, the Receiver admits the allegations in Paragraph 52 of Plaintiffs' First Amended Complaint. The Receiver admits that many victims were told generally similar stories by Defendant Dente and others

which were fabrications and fraudulent but the Receiver does not have personal knowledge of the facts of this particular situation.

53. Upon information and belief, the Receiver admits the allegations in Paragraph 53 of Plaintiffs' First Amended Complaint. The Receiver admits that many victims were told generally similar stories by Defendant Dente and others which were fabrications and fraudulent but the Receiver does not have personal knowledge of the facts of this particular situation.

54. Upon information and belief, the Receiver admits the allegations in Paragraph 54 of Plaintiffs' First Amended Complaint.

55. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 55 of Plaintiffs' First Amended Complaint.

56. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 55 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

57. Upon information and belief, the Receiver admits the allegations in Paragraph 57 of Plaintiffs' First Amended Complaint.

58. Upon information and belief, the Receiver admits the allegations in Paragraph 58 of Plaintiffs' First Amended Complaint.

59. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 59 of Plaintiffs' First Amended Complaint.

60. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 59 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

61. Upon information and belief, the Receiver admits the allegations in Paragraph 61 of Plaintiffs' First Amended Complaint.

62. Upon information and belief, the Receiver admits the allegations in Paragraph 62 of Plaintiffs' First Amended Complaint.

63. Upon information and belief, the Receiver admits the allegations in Paragraph 63 of Plaintiffs' First Amended Complaint.

64. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 64 of Plaintiffs' First Amended Complaint.

65. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 64 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

66. The Receiver admits that the SP Defendants committed fraud when they solicited Plaintiffs to invest and re-invest money in their SP-AEM Joint Venture, and further answering, states that the Plaintiffs have denied that AEM or Dente made any representations to them.

67. The Receiver admits that the SP Defendants made material misrepresentations of act when soliciting Plaintiffs to invest and re-invest money in their SP-AEM Joint Venture, and further answering, states that the Plaintiffs have denied that AEM or Dente made any representations to them.

68. The Receiver admits that the SP Defendants knew their material misrepresentations or omissions of fact were false or made such material misrepresentations or omissions of fact with an utter disregard or recklessness as to

whether they were true or false, and further answering, states that the Plaintiffs have denied that AEM or Dente made any representations to them.

69. The Receiver admits that the SP Defendants made such material misrepresentations of fact with an intent that Plaintiffs would rely upon them, and further answering states that the Plaintiffs have denied that AEM or Dente made any representations to them.

70. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 70 of Plaintiffs' First Amended Complaint.

71. Upon information and belief, the Receiver admits the allegations in Paragraph 71 of Plaintiffs' First Amended Complaint.

72. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 72 of Plaintiffs' First Amended Complaint.

73. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 72 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

74. The Receiver admits the allegations made and contained in Paragraph 74 of Plaintiffs' First Amended Complaint.

75. Upon information and belief, the Receiver admits the allegations in Paragraph 75 of Plaintiffs' First Amended Complaint.

76. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 76 of Plaintiffs' First Amended Complaint.

77. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 77 of Plaintiffs' First Amended Complaint.

78. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 77 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

79. Upon information and belief, the Receiver admits the allegations in Paragraph 79 of Plaintiffs' First Amended Complaint.

80. Upon information and belief, the Receiver admits the allegations in Paragraph 80 of Plaintiffs' First Amended Complaint.

81. Upon information and belief, the Receiver admits the allegations in Paragraph 81 of Plaintiffs' First Amended Complaint.

82. Upon information and belief, the Receiver admits the allegations in Paragraph 82 of Plaintiffs' First Amended Complaint.

83. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 83 of Plaintiffs' First Amended Complaint.

84. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 84 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

85. Upon information and belief, the Receiver admits the allegations in Paragraph 85 of Plaintiffs' First Amended Complaint.

86. Upon information and belief, the Receiver admits the allegations in Paragraph 86 of Plaintiffs' First Amended Complaint.

87. The Receiver admits the allegations made and contained in Paragraph 87 of the Plaintiffs' First Amended Complaint but as to AEM, the Receiver does not have funds available to pay Plaintiffs the amounts they invested and the Plaintiffs are therefore only entitled to share and share alike with other defrauded victims.

88. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 87 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

89. The Receiver admits the allegations made and contained in Paragraph 89 of Plaintiffs' First Amended Complaint.

90. The Receiver admits the allegations made and contained in Paragraph 90 of Plaintiffs' First Amended Complaint.

91. The Receiver admits the allegations made and contained in Paragraph 91 of Plaintiffs' First Amended Complaint, but states that as to AEM, no normal business records were maintained by Dente.

92. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 91 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

93. The Receiver admits the allegations made and contained in Paragraph 93 of Plaintiffs' First Amended Complaint.

94. The Receiver admits the allegations made and contained in Paragraph 94 of Plaintiffs' First Amended Complaint.

95. The Receiver admits the allegations made and contained in Paragraph 95 of Plaintiffs' First Amended Complaint, and further answering, the Receiver states that he is already Receiver of AEM, and the Receivership should be amended and expanded to include the assets of SP-AEM, and any assets that were received from the fraudulent (Ponzi) scheme by SP Investments, Seibert and Pruneski.

96. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 95 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

97. The Receiver admits that the SP Defendants and Dente offered an unregistered security for sale by way of the SP Investor Plan but denies the allegations on behalf of AEM.

98. The Receiver admits admits that the SP Defendants received profits and commissions that were the poison fruit of the fraudulent (Ponzi) scheme.

99. Upon information and belief, the Receiver admits the allegations in Paragraph 99 of Plaintiffs' First Amended Complaint.

100. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 100 of Plaintiffs' First Amended Complaint.

101. The Receiver states that the SP Defendants and Dente are personally liable to all victims who invested money through the SP Defendants including SP Investments and AP-AEM.

102. The Receiver admits that Plaintiffs are entitled to their remedies.

103. The Receiver reincorporates and reavers its responses to Paragraphs 1 through 102 of Plaintiffs' First Amended Complaint as if fully rewritten herein.

104. Upon information and belief, the Receiver admits the allegations in Paragraph 104 of Plaintiffs' First Amended Complaint.

105. The Receiver denies for want of knowledge each and every allegation made and contained in Paragraph 49 of Plaintiffs' First Amended Complaint.

106. Upon information and belief, the Receiver admits the allegations in Paragraph 106 of Plaintiffs' First Amended Complaint.

107. Upon information and belief, the Receiver admits the allegations in Paragraph 107 of Plaintiffs' First Amended Complaint.

AFFIRMATIVE DEFENSES

The Receiver reserves his right to assert affirmative defenses as discovery proceeds and additional facts become known.

DEFENDANT AEM'S CROSSCLAIMS AGAINST SEIBERT, PRUNESKI, SP INVESTMENTS, LLC, SP-AEM, A JOINT VENTURE, AND DENTE

Mark E. Dottore (the "**Receiver**") the Court-Appointed Receiver for The AEM Services, LLC ("**Services**" or "**AEM**") and its related companies and affiliates¹ for his Crossclaims against Darrell L. Seibert II ("**Seibert**"), Stephen J. Pruneski ("**Pruneski**"), SP Investment Services, LLC ("**SP Investments**"), SP-AEM, A Joint Venture ("**SP-AEM**" collectively with Seibert, Pruneski and SP Investments, the "**SP Defendants**"), and Mark Dente ("**Dente**") (Dente, Siebert, Pruneski, and SP Defendants collectively "**Cross-Claim Defendants**") states as follows:

1. Receiver is a court appointed receiver for the assets of the Receivership Entities pursuant to a June 22, 2022, Order Appointing Receiver, and various amendments thereto (the "**Receiver Order**"), entered by the Court of Common Pleas in the matter captioned *Christopher Longo v. The AEM Services, LLC, et al*, Summit County Common Pleas Case No: CV-2022-05-1754 (the "**Longo Case**").

¹ Receiver is the Court appointed Receiver of the following entities: 1) The AEM Services, LLC; 2) The AEM Services, LLC dba AEM Funding; 3) AEM Investments, LLC; 4) ARM Wholesale, LLC; 5) AEM Productions LLC; 6) AEM Capital Fund Ltd.; 7) Landmark Property Development, Ltd. fka Landmark Real Estate Endeavors, Ltd.; and, 8) AEM Real Estate Group, LLC (the "**Receivership Entities**").

The within suit is brought under the authority granted the Receiver pursuant to Paragraph 2(h) of the Receiver Order whereby he “is authorized to institute, prosecute, or intervene in any lawsuit or summary proceeding against any other person(s) or entity(ies) to preserve and/or maximize the value of the Property or to obtain possession of any of the Property unlawfully in the possession of third parties.”

2. Mark Dente (“Dente”) is an individual resident of the State of Ohio with an address of 498 Weston Court, Copley, Ohio 44321.

3. Seibert is an individual and an attorney licensed to practice law in the State of Ohio and lists his address with the Ohio Supreme Court as 16295 S. Tamiami Tr. Suite #422, Fort Myers, FL 33908. Seibert is the managing member of SP Investments.

4. Pruneski is an individual and an attorney licensed to practice law in the State of Ohio and lists his address with the Ohio Supreme Court as Buckingham, Doolittle & Burroughs, 3800 Embassy Parkway, Suite 300, Akron, Ohio, 44333.

5. SP Investments is an active Ohio limited liability company. As of June 6, 2022, SP Investments’ principal place of business was Ft. Myers, Florida and as of January 2023, its principal place of business is located at Buckingham Doolittle & Burroughs, 3800 Embassy Parkway, Suite 300, Akron, Ohio, 44333.

6. Upon information and belief, the two members of SP Investments are Seibert and Pruneski.

7. SP-AEM is a joint venture between SP Investments and Services with a fictitious name "SP-AEM Joint Venture" registered with the Ohio Secretary of State.

8. Upon information and belief, Plaintiff O&O Investments ("O&O") is a Georgia limited liability company with its principal office address at 1915 Gene Sarazen Dr., Braselton, Georgia 30571.

9. Upon information and belief, Plaintiffs Jeff Oldham and Rene Oldham are individuals and the owners of O&O.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over the Receiver's claims pursuant to §2305.01 of the Ohio Revised Code insofar as the claims arose because of conduct that took place in Summit County, Ohio.

11. Personal jurisdiction over each Cross-Claim Defendant exists and each of them resides in and/or does business within Summit County, Ohio and committed the offending acts within Summit County, Ohio.

12. Venue is appropriate in Summit County insofar as one or more of the Cross-Claim Defendants resides in Summit County, Ohio and because all or part of the claims for relief arose in Summit County, Ohio.

13. This matter was assigned to Judge Patricia Cosgrove, of the Summit County Court of Common Pleas, pursuant to the July 20, 2022, Miscellaneous Order entered in the Longo Case, whereby it is ordered that "The AEM Cases are hereby transferred to Judge Cosgrove. All Proceedings and matters to be heard or decided

in the AEM Cases shall be conducted before Judge Cosgrove.” The AEM Cases are defined by the cases attached to the Order; this case is included among the cases listed.

SUMMARY OF THE CROSSCLAIMS

14. The within matter arises out of a massive Ponzi scheme operated by Dente.

15. In perpetrating the Ponzi scheme, Dente utilized his wholly owned entity, Services. Services was under the complete control of Dente, a wrongdoer, and did not have a separate mind, will or existence of its own.

16. Dente held out Services as a manager of a portfolio of real estate investment properties located in the State of Ohio and in other states. In fact, Services was a sham and part of Dente’s fraudulent scheme. Services did not make profits from any business operation involving real estate or any other legitimate business activity. Instead, Services derived its profits from investors and the money the investors paid into the scheme was used to pay off earlier investors (a Ponzi scheme).

17. Dente obtained funds to operate Services’ “business” by borrowing money from non-insider retail investors in exchange for the issuance of securities in the form of promissory notes. The investment opportunity offered by Dente through Services promised both astronomical returns—typically 2% to 4% a month – and promises of high investment safety.

18. The interest rates on short-term promissory notes Dente issued through Services were far in excess of any reasonable return that an investor could receive in traditional and regulated investment markets yet they were marketed by Dente, through Services, as safe investment vehicles.

19. To stimulate public confidence in the “investment,” Dente agreed to be personally liable for the repayment of money to the retail investors.

20. To further stimulate public confidence in the “investment” Dente used other people as “finders” who would target possible investors and take a commission for bringing those targeted investors into the scheme. Dente and the “finders” publicly demonstrated and represented to investors that they maintained a “high” net worth in the form of expensive cars, real estate, and other assets and repeatedly represented to investors that other retail investors had achieved great rates of return by making similar investments with Services.

21. The “finders” were paid commissions and/or “finders fees” for attracting the targeted new investors into the Ponzi scheme.

22. Pruneski and Seibert were finders. They located potential investors and convinced them to invest in the Ponzi scheme. In return for finding and delivering victims to the fraud, SP Investments, Pruneski and Seibert were paid commissions, bonuses, gratuities, dividends and/or fees. Pruneski and Seibert used SP Investments to collect and transfer money into the Ponzi scheme.

23. In order to facilitate the flow of cash to the Ponzi scheme, Dente, Pruneski and Seibert formed SP-AEM, which purportedly was a joint venture

between AEM and SP Investments. The SP-AEM joint venture agreement executed on February 25, 2020, by Dente and Seibert (the “**Joint Venture Agreement**”) outlined each party’s obligations and provided for the division of the money derived from the Ponzi scheme. For example, Paragraph IX(2) of the Joint Venture Agreement provides that if SP Investments can find investors paying \$2 million per month, SP will receive 60% of the revenues generated. The Joint Venture Agreement is attached hereto as Exhibit A. Pruneski filed a Fictitious Name Registration with the Ohio Secretary of State on February 27, 2020.

24. In actuality, the Joint Venture Agreement was a written, structured, well-defined plan, scheme and design, the intent and purpose of which was to commit fraud and to provide for the disposition of the profits/spoils from said fraud.

25. Seibert and Pruneski used verbal solicitation, assurances, and representations to lure investor-victims into the Ponzi scheme. In addition, investors were provided with an “Investor Plan,” (the “**Offering Circular**”) to convince prospective investor-victims that the venture was on the level and that their risk was low and their investments safe. The Offering Circular did not comply with Ohio securities laws. The promissory notes SP Investments sold were securities under applicable law. The Offering Circular is attached hereto as Exhibit B.

26. To further induce cooperation among potential investors Seibert and Pruneski used SP Investments and the Joint Venture Agreement to make the investments more appealing and promise safeguards. Upon information and belief,

they represented to potential investors that SP Investments would have collateral and security for their investments.

27. By making these promises, Seibert, Pruneski and SP Investments raised over \$11 million from investor-victims (the “Investor-Victims”) including Rene Oldham, Jeffrey Oldham and O&O Investments, LLC.

28. In reality, the promised investments were complete shams. Dente was operating a classic Ponzi scheme and Services did not generate profits by buying and selling real properties or the rights to purchase real properties. There was no collateral for the Investor-Victims’ claims. Instead, Seibert, Pruneski and SP Investments sent investor cash to SP-AEM and from there directly into the Ponzi scheme. And, at times, Siebert and Pruneski simply took SP Investments money for themselves, as discussed below.

29. Because there was very little investment or business activity to sustain the investments that were being made by the Investor-Victims, there was no collateral to secure the investments. On February 18, 2020, Dente, Pruneski and Seibert entered into a purported Security Agreement by and between SP Investments and Services. In it, Dente promised to provide collateral for money SP Investments delivered to him to run his Ponzi scheme. The collateral described in the security agreement included real estate purchase agreements, cash, lists and spreadsheets and future rights. (*See, Exhibit C*).

30. On February 24, 2020, Dente and SP Investments executed a facially defective Cognovit Promissory Note (“**Promissory Note 1**”) from AEM and Dente

to SP Investments in the sum of \$9,926,000.00. By its terms, Promissory Note 1 promised to pay to SP Investments a profit of \$893,340.00 or 9% in 59 days. On an annualized basis, the interest to be paid was 145.8%.

31. Promissory Note 1 was accompanied by Appendix A, which is a 7 (seven) page two-column list of dollar amounts with no other association, that is, no identifying information, address, or other classification. Seibert's affidavit (the "**Seibert Affidavit**"), attached to the Complaint in *SP Investment Services LLC, v. The AEM Services, LLC, et. al.*, Summit County Court of Common Pleas Case No. 2022-06-1899 (the "**Cognovit Note Case**"), states that Dente "alleged" these unattached numbers/amounts were actual properties that were business transactions of Dente and Services. No reasonable person, much less a lawyer, could rely upon such a representation, and the Seibert Affidavit does not swear that Seibert, Pruneski or SP Investments ever relied in any way upon the Appendix, which was a completely meaningless list of numbers. A copy of Promissory Note 1 is attached hereto as Exhibit D.

32. Promissory Note 1 was followed by two additional promissory notes from Services and Dente to SP Investments, which notes ("**Promissory Note 2**" and "**Promissory Note 3**," respectively) were also attached as Exhibits to the Cognovit Note Case. Note 2 was in the amount to \$2,096,050, and promised to provide a \$419,300 profit in a mere 46 days. Note 3 was in the amount of \$68,000 and promised to provide a \$10,200 profit in 61 days. Each of Note 2 and 3 had an appendix as Promissory Note 1 had, purportedly listing transactions and profits

thereon. As no rational person, or practicing lawyer, could have relied on Promissory Note 1's Appendix as anything meaningful, no one could have relied on the Appendixes attached to Promissory Note 2 or 3. Promissory Notes 2 and 3 are attached as Exhibits E and F, respectively.

33. From February 2020 through December 2021, the SP Defendants and Dente entered into "lending" transactions with O&O Investments, Jeffrey Oldham Rene Oldham and other individuals and business entities (the "**Investor-Victims**"). The Seibert Affidavit ¶¶ 11 and 14, refers to these Investor-Victims as "certain individuals who supplied funds to SP Investment." Upon information and belief, the Investor-Victims paid money to SP Investments and SP Investments would funnel the funds into an SP-AEM bank account and thereafter into the Ponzi scheme.

34. On at least one instance, the Siebert Defendants convinced an investor, who will be identified as "JM" for confidentiality purposes, to invest \$100,000 in the fraudulent scheme. JM's check for \$100,000 was deposited in a Key bank account co-owned by Dente and the SP Defendants. Those funds were then withdrawn in total and deposited into an account nominally titled in SP Investments' name, but for which only Siebert and his wife were signors. Siebert therefore converted JM's investment for his own exclusive use.

35. Once an Investor-Victim was ready to invest, Seibert, Pruneski and SP Investments entered into an agreement (the "**Investment Agreement**") that provided the terms for the purported investor. The Investment Agreement normally

took the form of a short term promissory note (around 200 days) that paid a flat 4% of the invested amount every 45 days. The return was roughly 32% per annum.

36. The upshot is that SP Investments took cognovit promissory notes from Services at a rate of 145.8% per annum, while SP Investments gave notes to its investors in the amount of roughly 32% per annum. The difference inured to Seibert, Pruneski and SP Investments.

37. Seibert, Pruneski and SP Investments made misrepresentations about the nature of the investments and the secured status of those investments and misappropriated the Investor-Victims' cash. In doing so, Seibert, Pruneski and SP Investments committed their own spree of securities law violations including: they (1) offered and sold unregistered securities; (2) acted as unregistered broker-dealers; and (3) recklessly sold securities that had all the hallmarks of a fraud.

38. Any payment to SP Investments constituted an intentional misrepresentation of fact regarding the underlying promissory note and was an integral and essential part of the fraud. The payments were necessary to (i) validate the impression to investors that Services was a legitimate business that earned profits from its operations, (ii) avoid detection of fraud, (iii) retain existing investors, and (iv) lure new investors into the Ponzi scheme.

39. Services, SP Investments and SP-AEM never had sufficient funds to operate their purported business, or repay their investors, because new investors' deposits were siphoned first to the personal use of Dente, Seibert and Pruneski and the use of their family members and second to make payments due to investors to

keep the illusion of a successful business afloat. Services remained as a business entity as long as it did only by using the principal invested by some investors to pay other investors.

40. At all times related to the allegations of this complaint, Services was insolvent.

41. At all times related to the allegations of this complaint, SP Investments was insolvent.

42. At all times related to the allegations of this complaint, SP-AEM was insolvent.

43. Money raised on behalf of Services and its related entities was co-mingled and used for the improper benefit of Seibert, Pruneski, Dente, Dente's family members and their related entities.

44. By lying to investors about Services' business and running Services as a Ponzi scheme, Dente intended to (and did) induce reliance by prospective Services' investors. Dente's conduct in selling "investments" and allowing "investments" to be sold, and running the Ponzi scheme was fraudulent.

45. Defendants Seibert, Pruneski and SP Investments acted with actual knowledge or with reckless disregard for the truth. At the time they signed the Joint Venture Agreement, the Security Agreement and the Promissory Notes (which included the meaningless Appendices) and the Investment Agreements, they knew or recklessly disregarded that the representations they had made were false. They knew, or recklessly disregarded, that Services did not have enough business volume

or transactions to pay the investment rate of return they promised to the Investor-Victims. Although they knew the representations were false, they continued to execute Investment Agreements on behalf of SP Investments and to raise money from Investor-Victims to further facilitate the Ponzi scheme and line their own pockets in the process.

46. The misrepresentations made by Seibert, Pruneski and SP Investments were material. In making their investment decisions, the Investor-Victims would consider it important that—rather than following the represented business model and safeguarding investor funds as promised—SP Investments and Services were not generating revenue through real estate transactions and were paying investor “returns” with new investor principal. By lying to SP Investments’ investors about the nature of the business and the investment and assisting in supporting Dente’s Ponzi scheme, Seibert and Pruneski intended to (and did) induce reliance by prospective investors in SP Investments and Services. Seibert’s and Pruneski’s conduct in selling “investments” and allowing “investments” to be sold, and running the Ponzi scheme was fraudulent.

47. Seibert, Pruneski, SP Investments and SP-AEM were compensated with commissions, bonuses, gratuities, dividends and/or fees for finding “individuals who supplied funds to SP Investment” whose money flowed into the Ponzi scheme.

COUNT I Breach of Fiduciary Duty Against Dente

48. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs Once through Forty-Seven above.

49. Dente, as a principal and founder of Services, owed a fiduciary duty to Services. That duty was principally to ensure that the sales pitch given to investors was truthful, and that monies raised from investors was used for the stated purpose: wholesaling or buying, renovating, and selling residential real estate.

50. As addressed above, the promissory notes Services issued pledged above-average returns and safety of principal and returns to investors who chose to buy them. The returns paid, to the extent they were paid at all, were derived not from Services' business operations, but rather monies invested by subsequent and new investors in a classic Ponzi scheme fashion.

51. Under Dente's direction, Services did not keep proper books and records reflecting investments made and uses of the monies raised by the sales of promissory note securities.

52. Dente directed Services to co-mingle its funds with his own, as well as other Receivership Entities.

53. The funds Dente took out of Services funded his and his family's lavish lifestyle, vacation homes, watercraft, and cars.

54. Services failed as it was unable to continue to raise money from new investors, leaving it unable to continue to pay any investors.

55. Using newer investors' money to pay earlier investors, using the investors' money to fund his lavish lifestyle, and failing to keep proper books and records all serve as evidence that Dente ran a classic Ponzi scheme centered around Services.

56. Dente's use of the Services investors' money to run the Ponzi scheme, to pay his personal household expenses (including the mortgage on the Primary Residence), to buy himself and Sharon a boat and personal real estate, and to pay his son Anthony Dente and related company Unlimited Acquisitions LLC unearned sums, violated his fiduciary duty to Services.

57. Dente's breach of his fiduciary duties caused the Receivership Entities to suffer damages in excess of \$25,000.

Count II
Breach of Fiduciary Duty Against Dente, Seibert and Pruneski

58. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs One through Fifty-Seven above.

59. Dente as a principal and founder of Services, owed fiduciary duties to Services.

60. Seibert and Pruneski, as principals and founders of SP Investments, owed fiduciary duties to SP Investments.

61. The promissory notes Services and SP Investments issued were securities under Ohio law, but were not registered with the State or any other regulator. Said securities were not exempt from registration.

62. Defendants Seibert, Pruneski and Dente, in selling and allowing to be sold Services- and SP Investments-issued promissory notes, sold and participated in the sale of unregistered securities in violation of Ohio's Blue Sky Act, O.R.C. §1707.01, et seq.

63. Defendants Seibert, Pruneski and Dente, in selling and allowing to be sold Services- and SP Investments-issued promissory notes using untrue statements of material fact, and/or omitting material facts necessary to make the statements made not misleading in light of the circumstances under which the sales-oriented statements were made, violated Ohio's Blue Sky Act, O.R.C. 1707.01, et seq.

64. Dente's conduct violating Ohio's Blue Sky Act was a breach of his fiduciary duty to Services and Seibert's and Pruneski's conduct violating Ohio's Blue Sky Act was a breach of his fiduciary duty to SP Investments.

65. Dente's, Seibert's and Pruneski's breach of their fiduciary duties related to the securities fraud described herein caused the Receivership Entities to suffer damages in excess of \$25,000.

Count III
Avoidance of Fraudulent Conveyance O.R.C. §§ 1336.04 and 1337.07 Against
All Cross-Claim Defendants

66. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs one through Sixty-Five above.

67. SP Investments, Services, and SP-AEM made transfers of money and property (the "Transfers") to Seibert, Pruneski, and Dente with actual intent to hinder, delay and defraud investors who were creditors of Dente and the SP Defendants.

68. Dente was an insider of Services, while Pruneski and Seibert were insiders of SP Investments. Dente, Siebert, and Pruneski were all insiders of SP-AEM.

69. Services, SP Investments, and SP-AEM received less than a reasonably equivalent value for each of the Transfers.

70. SP Investments and SP-AEM were engaging in transactions for which the remaining assets were unreasonably small in relation to the business transactions.

71. SP Investments and SP-AEM were alienating, transferring, removing and concealing assets.

72. SP Investments and SP-AEM were incurring debts vastly beyond their ability to pay them as they became due.

73. The SP Defendants, SP-AEM, and Dente, were at all times relevant herein, unable to pay their ordinary and regular creditors without wrongfully taking and using SP Investments investors' invested monies.

74. The SP Defendants and SP-AEM gave SP Investments and SP-AEM investors' monies to Siebert, Pruneski, and Dente without receiving reasonable (or any) value therefor, and made the transfers with the knowing intent to hinder, delay, and/or defraud creditors, including the SP Investments and SP-AEM investors themselves.

75. The SP Defendants and Dente knew that taking the SP Investments and SP-AEM investor money as described herein would ensure that SP Investments

and SP-AEM would be left unable to pay the notes due SP Investments and SP-AEM investors as they came due, or at all at any point in time.

76. The conveyances of SP Investments and SP-AEM investor money to Siebert, Pruneski, and Dente were fraudulent conveyances and the Receiver is entitled to avoid the transfers pursuant to O.R.C. §§ 1336.04 and 1336.07, and those transfers must be avoided and reversed pursuant to Ohio Revised Code § 1336.01, *et seq.*

Count IV
**Judgment for the Value of Avoided Transfers Against Siebert, Pruneski,
and Dente pursuant to O.R.C. § 1336.08.**

77. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs One through Seventy-Six above.

78. Seibert, Pruneski, and Dente were immediate or mediate transferees of funds from SP Investments and SP-AEM, or they were the persons for whose benefit Transfers were made.

79. Pursuant to O.R.C. § 1336.08(B)(1) and (2), the Receiver is entitled to a judgment against Siebert, Pruneski, and Dente for the value of the assets transferred to each of the Defendants.

Count V
Civil Conspiracy Against All Cross-Claim Defendants

80. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs One through Seventy-Nine above.

81. Dente had a vested interest in ensuring that Services could raise as much money as it could, from as many investors as possible, to keep the Ponzi scheme afloat.

82. Dente knew he would benefit by having others out raising funds for Services. To that end, he invited Siebert and Pruneski to participate in the Ponzi scheme as finders committed to finding and raising funds from investors Dente could not reach himself.

83. As discussed above, Siebert and Pruneski knew from the outset, or willfully turned a blind eye to, the fact that the promissory notes Services issued to SP Investments were fraudulent. But Siebert and Pruneski also knew that participating in the AEM fraud would allow them to take considerable sums of money in the difference between the payments received from Services and the sums paid to SP Investments and SP-AEM's investors.

84. Siebert and Pruneski knew, or willfully turned a blind eye to, the fact that they were selling unregistered securities in violation of state and federal law.

85. The SP Defendants, and Dente, worked together to allow Services to continue to raise sums of money from an ever-widening pool of investors to ensure that funds would continue to flow not to fund any actual business enterprise, but for the benefit of Siebert, Pruneski, and Dente along with his family. A secondary purpose of the continued fundraising was to pay enough money to investors to ensure nobody asked hard questions or otherwise acted to interfere with the fraud.

86. Siebert and Pruneski knew, at some point in time, that the Services Ponzi scheme was failing and that it would likely not be able to satisfy the promissory notes it continued to issue. At that point, Seibert and Pruneski suggested to SP Investments investors who were interested in continuing their investments, or making new ones, in Services that those investors work with Dente directly concerning those investments. Siebert and Pruneski, in directing those investors to work with Dente directly, wrongfully and intentionally avoided sounding any alarms or raising any red flags in an effort to ensure that Services could continue to raise funds in its fraudulent scheme and that it could therefore continue to pay the SP Defendants sums wrongfully taken from investors. Siebert and Pruneski knew that the only hope they had to repay SP Investments' investors was the continued flow of funds into Services, without regard to the fact that Services was itself a fraud. They therefore had a vested interest in keeping the Services Ponzi scheme afloat.

87. Accordingly, Dente and the SP Defendants engaged in civil conspiracy to (i) commit actual and constructive fraud, (ii) conduct a Ponzi scheme and/or to aid and abet Dente in the conduct of a Ponzi scheme, (iii) violate the Ohio Securities laws and (iv) deprive Services' and SP Investments' investors of money.

88. Dente and the SP Defendants' conduct was intentional and reckless.

89. As a direct and proximate of Dente and the SP Defendants' civil conspiracy, the Receivership Entities have suffered damages in an amount in excess of \$25,000.

90. This Court should impose a constructive trust on any assets purchased by Siebert, Pruneski, or Dente using the corporate funds of SP Investments and/or SP-AEM and titled in the name of Siebert, Pruneski, Dente, or any entity formed by them for the purpose of holding such assets.

Count VI
Conversion Against All Cross-Claim Defendants

91. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs one through Ninety above.

92. The SP Defendants, SP-AEM, and Dente are all in custody of money and assets that were wrongfully diverted from Services and SP Investments.

93. The Receiver has made demand upon the SP Defendants, SP-AEM, and Dente for the return of the money and assets wrongfully in their custody, but they have refused to return said money and assets to the Receiver.

94. The SP Defendants, SP-AEM, and Dente have therefore converted the assets and monies that rightfully belong to the Receivership Entities, the total of which is valued in excess of \$25,000.

95. This Court should impose a constructive trust on any assets purchased by Siebert, Pruneski, or Dente using the corporate funds of SP Investments and/or SP-AEM and titled in the name of Siebert, Pruneski, Dente, or any entity formed by them for the purpose of holding such assets.

Count VII
Vacation of Cognovit Judgment Taken in Case No. CV-2022-06-1899

96. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs one through Ninety Six above.

97. On or about June 8, 2022, SP Investments filed suit against Dente, Services, and a number of other defendants, in the Summit County Court of Common Pleas under case no. CV-2022-06-1899.

98. On June 10, 2022, SP Investments obtained a cognovit judgment against Dente and Services, with the cognovit judgment serving as yet another step in the overall fraudulent scheme as SP Investments continued to attempt to assert its own wrongful interests ahead of those of the innocent Investor-Victims.

99. The Receiver was appointed weeks later, on June 22, 2022.

100. The cognovit judgment must be set aside under Civil Rule 60(B) insofar as the note(s) on which it was based were themselves part of a fraudulent scheme, the Receiver has a defense to the claims presented, the note(s) were avoidable fraudulent transfers used in a Ponzi scheme, and the request to set aside the cognovit judgment is made timely.

101. The cognovit judgment must also be set aside under Civil Rule 54(B) as the judgment did not resolve all outstanding issues in the case, and was further issued without an express finding that there was no just cause for delay.

**Count VII
Demand for a Receiver § 2735.01, et seq.**

102. The Receiver adopts by reference as if fully re-written herein the contents of Paragraphs one through One Hundred One above.

103. SP Investments and SP-AEM are, and have been at all times relevant herein, insolvent.

104. As a result of SP Investments and SP-AEM's insolvency, and the fraudulent behavior described above, the Receivership Estate will suffer irreparable harm if the monies drawn by the SP Defendants and SP-AEM from the fraudulent enterprise, and the assets purchased with those funds, are not placed into the protective custody of the Receiver.

105. Either the scope of the Receiver's authority should be expanded to include, or a receiver appointed to take control of, the remaining assets of SP Investments and SP-AEM, as well as any assets purchased with funds the SP Defendants drew from the Ponzi scheme, pursuant to Ohio Rev. Code 2735.01, *et seq.*

JURY DEMAND

A trial by jury, with the maximum number of jurors allowed by law, is hereby demanded in the above matter.

Date: April 3, 2023

Respectfully submitted,

/s/ Mary K. Whitmer

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*Attorneys for Mark E. Dottore, Receiver of
The AEM Services, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on April 3, 2023, the undersigned served a copy of the foregoing *Answer and Crossclaims of Mark E. Dottore, Receiver of The AEM Services, LLC* electronically upon all parties who have made an appearance in this case.

/s/ Mary K. Whitmer _____

Mary K. Whitmer

*One of the Attorneys for Mark E. Dottore,
Receiver*

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is made this 25th day of February, 2020, by and between The AEM Services, LLC ("AEM") of 2998 W. Market Street, Fairlawn, Ohio 44333 and SP Investment Services, LLC ("SP") of 1 Cascade Plaza, Suite 1445, Akron, Ohio 44308.

WHEREAS, AEM has developed a significant wholesale real estate business, in which AEM enters into purchase agreements for non-performing real estate assets with various banks, lending institutions and private parties while also acquiring real property through Sheriff's Sales (collectively "Banks") and immediately resells the property to another investor and/or end-user. These transactions have been described as Short-Term Real Estate Transactions ("ST Transactions"); and

WHEREAS, AEM desires to increase the number of ST Transactions that it completes each year; and, desires to obtain properties from additional new Banks for ST Transactions; and

WHEREAS, AEM owns proprietary business assets including its relationships with Banks and an extensive list of the buyers willing to acquire the properties obtained by AEM in the ST Transactions; and

WHEREAS, AEM desires to increase the amount of investment from third parties to fund ST Transactions allowing them to complete and accept additional ST Transactions from Banks; and

WHEREAS, SP desires to participate in the ST Transactions of AEM by providing funding for the transactions; and

WHEREAS, SP desires to maintain and develop a relationship with AEM which would cause AEM to provide priority to SP for ST Transactions; and

WHEREAS, the parties entered into a Term Sheet on the 16th day of January 2020, which expressed their desire to enter into this Agreement to define the relationship among them for the development and expansion of AEM's ST Transaction business.

The parties desire to memorialize their Joint Venture Agreement to allow AEM to pursue and complete additional ST Transactions; and, allow SP to pursue and obtain funding to be provided to AEM for additional ST Transactions.

I. NAME

The name of the Joint Venture shall be SP/AEM Joint Venture.

II. SUMMARY OF AGREEMENT

AEM has developed proprietary relationships with numerous Banks which has enabled AEM to obtain priority from those Banks for the purchase of properties acquired by the Banks through the foreclosure process. AEM typically purchases those properties for 30%-40% of their Fair Market Value. AEM has also developed an extensive list of third-party buyers who are

ready, willing and able to purchase properties obtained by AEM from AEM through a Purchase Contract or an Assignment of Agreement between AEM and the Bank for the property. AEM desires to increase the funding available to it so that it can pursue and complete more ST Transactions; and, use available revenue for other business transactions other than ST Transactions.

SP Investments, LLC has been formed to obtain funding to be used by AEM to complete ST Transactions and desires to enter into an Agreement with AEM to be the principal source of their funding for ST Transactions. SP desires to be the principal source of funding for ST Transactions; and, the parties have agreed to work together to enable SP to become the principal source of funding for ST Transactions

III. TERM AND TERMINATION

1. **Term-** The terms of this Agreement shall be perpetual unless it is terminated pursuant to the following provisions in this section.
2. **Termination by Notice-** Either party may terminate this Agreement by giving 90 days written notice to the other party to the address set forth in Section XV.
3. **Dissolution-** The Joint Venture established by this Agreement shall be immediately dissolved and its affairs wound up, upon the first to occur of the following events:
 - a) The unanimous approval of AEM and SP;
 - b) Upon the good faith determination by AEM and SP that there are not sufficient ST Transactions available to continue to engage in business and use the funds contributed by AEM and SP to complete ST Transactions; and
 - c) SP determines, in SP's sole judgment, that the transactions do not meet the criteria to fund those transactions contemplated by this Joint Venture Agreement; and
 - d) Upon an entry of judicial dissolution.
4. **Winding Up-** Upon dissolution and/or termination of this Agreement, AEM and SP shall wind up all of the business affairs established by this Agreement and proceed to liquidate all of the assets of the Joint Venture by completing any pending ST Transactions and not reinvesting the available funds in additional ST Transactions. Upon the close of all ST Transactions involving funds provided pursuant to this Agreement, the funds of AEM and SP shall be liquidated and delivered to AEM and SP in accordance with the proportionate share of those funds in the transactions at the time of the termination and dissolution. In that event, AEM and SP shall be responsible for any and all expenses and obligations of their respective entities regarding the assets used to fund ST Transactions pursuant to this Agreement.

IV. REPRESENTATIONS AND WARRANTIES OF AEM

AEM represents and warrants to SP all of the following:

1. AEM is an Ohio Limited Liability Company formed and authorized to do business under the laws of the State of Ohio;

2. AEM has the authority to enter into this Agreement, and the individuals executing this Agreement on behalf of AEM, have the power and authority to bind AEM to the terms of this Agreement;
3. AEM has proprietary business relationships with all of the Banks and lending institutions identified in Exhibit "A";
4. AEM is not aware of any fact or circumstances which would lead to a termination of the relationship with any of the entities identified in Exhibit "A";
5. AEM has proprietary business relationships with approximately 500 individuals and entities who regularly engage in the business of buying properties for investment; rehabilitation and lease; and/or rehabilitation and sale;
6. AEM represents, warrants and believes that this list of end-users is sufficient to manage and complete all ST Transactions entered into by AEM;
7. AEM, and its officers, agents, and employees have extensive experience and expertise in the residential real estate market within 30 miles of AEM's office; and, that extensive knowledge and experience enables AEM to accurately and expertly identify properties that are excellent candidates for ST Transactions; and
8. AEM is not aware of any actions or proceedings against AEM which would impair their ability to continue to conduct business; impair their ability to expand their business; or, could result in an interruption or suspension of the business activities of AEM.

V. **REPRESENTATIONS AND WARRANTIES OF SP**

SP represents and warrants all of the following:

1. SP is an Ohio Limited Liability Company validly formed and authorized to do business under the laws of the State of Ohio;
2. SP has the authority to enter in this Agreement; and, the individual(s) executing this Agreement on behalf of SP have the power and authority to bind SP to the terms of this Agreement;
3. SP has business contacts and acquaintances with desire to provide money to SP for the purpose of investing in ST Transactions with AEM;
4. SP has authority to provide funds for the purpose of AEM entering into ST Transactions; and,
5. The individuals acting on behalf of SP have authority to commit funds of SP for those transactions.

VI. TERMS OF ST TRANSACTIONS

AEM and SP agree that the following terms shall apply to any and all ST Transactions entered into by AEM with funds provided by SP:

1. AEM and SP agree that AEM will not purchase/acquire any properties from Banks for more than 50% of their Fair Market Value;
2. AEM and SP agree that AEM will not transfer, assign or sell any property acquired for an ST Transaction for less than 115% of the acquisition price paid to the selling Bank;
3. AEM and SP agree that all ST Transactions of AEM will include a provision rendering the third-party purchaser/assignee responsible for all closing costs associated with third party obtaining title to the property from AEM as part of an ST Transaction;

VII. OBLIGATIONS OF AEM

AEM promises and agrees that it has all of the following obligations regarding the ST Transactions covered by this Agreement:

1. AEM will contribute an amount equal to funds contributed by SP for the ST Transactions up to the amount of One Million, Five Hundred Thousand Dollars (\$1,500,000);
2. AEM will provide a Cognovit Promissory Note to SP for all funds contributed by SP secured by the personal guarantee of Mark Dente and the corporate guarantee of The AEM Services, LLC;
3. AEM will provide SP with a Security Agreement securing all funds provided by SP for ST Transactions covered by this Agreement, which Security Agreement is attached hereto as Exhibit "A";
4. AEM will account for funds generated through ST Transactions a minimum of Twelve (12) times per year (once every month of each calendar year);
5. AEM agrees to investigate and continue to explore the expansion of AEM's business and ST Transactions to additional real estate markets, cities and/or territories; and
6. AEM will be solely responsible for all overhead costs and expenses incurred in the operation of AEM's business, including all fees, salaries, and expenses incurred in the normal operation of its business.

VIII. OBLIGATIONS OF SP

SP promises and agrees that it has all of the following obligations regarding the ST Transactions covered by this Agreement:

1. SP will provide an equal amount of funds for ST Transactions up to One Million, Five Hundred Thousand Dollars (\$1,500,000);

2. SP will be responsible for all legal obligations and agreements with any investor, member, or customer of SP;
3. SP will be responsible for the collection and distribution of money and profits to any investor, member or customer of SP to allow AEM to only deal with once source of funds for ST Transactions; and, enable AEM to minimize the need to communicate with numerous individuals regarding the ST Transactions;
4. SP will continue to investigate and explore the expansions of AEM's business and ST Transactions to additional real estate markets, cities and/or territories; and
5. SP will be solely responsible for the payment for all overhead costs and expenses incurred in the operation of SP's business, including all fees, salaries, and expenses incurred in the normal operation of its business.

IX. DIVISION OF REVENUES FROM ST TRANSACTIONS

AEM and SP agree to the following division of revenues from ST Transactions:

1. AEM and SP agree to split any revenues equally from the first One Million Five Hundred Thousand Dollars (\$1,500,000) contributed by both AEM and SP;
2. AEM and SP agree that once SP increases the funding provided by SP for ST Transactions to Two Million Dollars (\$2,000,000.00) per month, SP will receive 60% of the revenue generated from the ST Transactions, while AEM receives 40% of the revenue from the ST Transactions;
3. AEM and SP agree that once SP increases the funding provided by SP for ST Transactions to Two Million Five Hundred Thousand Dollars (\$2,500,000.00) per month, the split of revenue from those ST Transactions shall be 70% to SP and 30% to AEM;
4. AEM and SP agree that once SP increases the funding provided by SP for ST Transactions to Four Million Five Hundred Thousand Dollars (\$4,500,000.00) per month, SP will receive 75% of the revenues from those ST Transactions with the remaining 25% paid to AEM.

X. MEETINGS

AEM and SP agree that they shall meet at least one (1) time per quarter during the last ten (10) days of each quarter to review the current business transactions made under this Agreement and the status of those transactions. Such meetings may occur in person, by videoconference, or by phone conference.

XI. CONFIDENTIAL, PROPRIETARY AND INTELLECTUAL PROPERTY

1. **Terms-** The following definitions shall apply to the terms in this Section IX.

- a) **"Confidential Information"** is information you learn as a result of this Agreement which is not generally available to the public. **Confidential Information** has many forms and includes, business, technical and other

information that should not be made available to the general public. **Confidential Information** of AEM includes information related to products, processes, services, finance, software, marketing and selling. Other **Confidential Information** may include customer lists and techniques used in business operation. Much of this **Confidential Information** will be or relate to trade secrets of AEM. **Confidential Information** does not include information which you can demonstrate by documentary evidence: (i) was, at the time of disclosure, available to the general public, (ii) has subsequently become available to the general public other than by breach of this agreement and then only after such date; or (iii) was in the possession of SP prior to its receipt from AEM; or, (iv) has been disclosed by AEM and becomes generally available to the public as a requirement of law, regulation or court order. Information shall not be deemed available to the general public for the purposes of the above exceptions merely because it is expressed in public literature in general terms, not specifically in accordance with the **Confidential Information**;

- b) **"Trade Secret"** is a special form of confidential information, and generally is business information that is of value in a trade or business that is not generally known by others in such trade or business;
- c) **"Intellectual Property"** is a general term which includes patents, copyrights, trademarks, **Confidential Information** and **Trade Secrets**.

2. **AEM's Intellectual Property.** AEM's relationship with Banks listed in Exhibit A and its third-party buyer list are proprietary business assets that are considered **Confidential Information** and/or **Trade Secrets** which are subject to the terms of this Agreement.
3. **Non-Disclosure and Non-Use.** SP agrees not to disclose to any person, corporation or other entity any **Trade Secrets** or **Confidential Information** of AEM unless SP first receives permission from an authorized representative of AEM. This obligation shall continue for a period of Five (5) years after this Agreement terminates. In the absence of permission from an authorized AEM representative, SP, for a period of ten (10) years after termination of the Agreement, is not entitled to use AEM **Trade Secrets** and **Confidential Information** or disclose them to others. SP agrees not to disclose such **Confidential Information** or use it in any way, except as necessary, in carrying out their obligations under this Agreement.
4. **Covenant Not To Compete.** As further consideration for AEM entering into this Agreement, SP, for its members, officers, employees, agents, successors and assigns, agrees that SP will not disclose or otherwise use any of AEM's **Confidential Information** or **Trade Secrets** in any way, for any purpose, including, but not limited to, to conduct ST Transactions as contemplated by this Agreement for a period of Five (5) years from the expiration of this Agreement, in any location where AEM is engaging in ST Transactions at the time of the termination of this Agreement. SP further covenants and agrees that it will not use or in any way divulge any **Confidential Information** or **Trade Secrets** of AEM to third parties, except with the approval of AEM during the term of this Agreement and for two (2) years after the termination of this Agreement.

5. **Intellectual Property of AEM.** From the date of this Agreement and at all times during the Five (5) year period after the termination of this Agreement, SP, acting alone or with any one or more persons, partnerships, associations, firms, joint ventures, limited liability companies, corporations or other entities of any nature, shall not directly or indirectly, for any reason or purpose:

- a) Use, possess or obtain any Confidential Information, Trade Secrets, right or claim in the Confidential Information and Trade Secrets of AEM, or its successors, assigns or any part of such Confidential Information or Trade Secrets; but, such Confidential Information and Trade Secrets shall belong exclusively to AEM, its successors and assigns; or,
- b) Disclose, divulge, reveal, transfer or publish, for any reason or purpose, Confidential Information and Trade Secrets of AEM or any part thereof, to any one or more persons, partnerships, associations, firms, joint ventures, limited liability companies, corporations or other entities of any nature.

AEM and SP acknowledge, recognize and agree that the covenants of this Agreement, and particularly this section, are an integral part of and ancillary to, the business venture contemplated by this Agreement. The Confidential Information and Trade Secrets of AEM constitute valuable, especially unique assets of AEM. The covenants of this Agreement are reasonably necessary to protect the business assets and goodwill of AEM.

6. **Remedies.** AEM and SP further acknowledge, recognize and agree that AEM will suffer irreparable harm if SP breaches any of the covenants of this Agreement and particularly this Section; and, that monetary damages to compensate AEM for any breach will be difficult to prove and are uncertain in amount. As a consequence, AEM shall be entitled to injunctive relief for any such breach in addition to all other legal and equitable remedies available. AEM and SP further agree that if AEM is required to pursue litigation to protect their interest under this Agreement; that, upon a finding of a violation by SP, AEM will receive additional compensation in the form of all reasonable attorney's fees and costs incurred in obtaining the enforcement of the terms of this Agreement regarding AEM's Confidential Information and Trade Secrets.

XII. INDEMNIFICATION

AEM and SP agree that they shall indemnify, defend and hold harmless each other any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (excluding actions by or on behalf of the company) and whether formal or informal, by reason of the fact that the person was or is a member of AEM or SP and/or an authorized agent of AEM and SP who, while acting in such a capacity, is or was serving at the request of either company involved in this Joint Venture against expenses (including legal fees), judgments, settlements, penalties and fines reasonably incurred in accordance with such actions, suit or proceeding of the person acting in good faith and in a manner reasonably believed by that person to have been, in the case of the conduct of a member and/or authorized agent, in the best interest of the Joint Venture and in all other cases, not opposed to the best interest of the Joint Venture; and, with respect to any criminal action or proceeding, the person had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order,

settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the prescribed standard of conduct. The Joint Venture may also, with unanimous consent of AEM and SP indemnify any assignee, employee or agent of either AEM or SP who was not a member of AEM or SP and would not qualify for indemnification pursuant to the terms of this Section.

XIII. OTHER BUSINESS INTERESTS OF AEM AND SP

Both AEM and SP may have other business interests and may engage in other business interests, trade or employment and shall not be obligated to devote more time and attention to the conduct of the business of this Joint Venture than shall be required for the supervision of the business transactions contemplated by the Joint Venture under this Agreement.

XIV. DISPUTE RESOLUTION

AEM and SP agree that in the event any dispute arises between AEM and SP regarding the performance of either AEM or SP under the terms of this Agreement, the parties will engage in good faith discussions in an attempt to resolve the dispute before resorting to litigation in the courts of Summit County, Ohio. If the parties are unable to resolve their dispute amicably between them, the parties also agree to the use of an independent third-party mediator to be mutually agreed upon by the parties to mediate the dispute in an attempt to resolve it without the need for litigation. AEM and SP agree to split the costs of such mediation equally and agree that such mediation will be accomplished and completed within 30 days of the date either AEM or SP gives notice to the other of the need for such mediation. AEM and SP specifically agree and waive their right to the filing of litigation to enforce their rights under this Agreement until such mediation has occurred.

XV. MISCELLANEOUS PROVISIONS

1. Entire Agreement- This Agreement represents the entire Agreement between AEM and SP.
2. Amendments or Modifications- This Agreement may be amended or modified from time to time only by written instrument executed by an authorized representative of AEM and SP.
3. No Partnership Intended for Non-Tax Purposes- AEM and SP have entered into this Agreement and expressly do not intend to form a partnership or limited partnership. AEM and SP do not intend to be partners to one another or partners as to any third-party. To the extent, any member, representative, or agent of AEM or SP, by word or action, represents to another person that AEM and SP are partners or that this Agreement constitutes a partnership, the individual making such wrongful representations shall be liable to AEM, SP, or any member of either of those entities, who incurs a personal liability by reason of such wrongful representation.
4. Rights of Creditors and Third Parties Under this Agreement- This Agreement is entered into by AEM and SP for the benefit of both of those entities, their members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of either AEM or SP. No creditor or third party shall have any rights under this Agreement or

any Agreement between AEM and SP with respect to any moneys contributed or exchanged between AEM and SP pursuant to the terms of this Agreement.

5. Notices- All notices provided by this Agreement shall be in writing and shall be delivered by First Class U.S. Mail, Fax, and/or E-mail to AEM and SP at the following addresses:

The AEM Services, LLC
2998 W. Market Street
Fairlawn, Ohio 44333

Fax:

E-mail: markdente@aol.com

SP Investments, LLC

1 Cascade Plaza, Suite 1445

Akron, Ohio 44308

Fax: 330-436-5101

E-mail: spruneski@sjp-law.com

6. Severability- Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, the illegality or validity shall not affect the legality or validity of the remainder of this Agreement.
7. Binding in Fact- Except as otherwise provided in this Agreement, every covenant, term or provision of this Agreement shall be binding upon and inure to the benefit of AEM, SP and their respective heirs, legatees, legal representatives, successors and assigns.
8. Counterparts- This Agreement may be executed in any number of counterparts with the same affect as if all such parties executed the same document. All such counterparts shall constitute one (1) Agreement.
9. Applicable Law- The laws of the State of Ohio shall govern the validity and interpretation of this Agreement and the construction of its terms.
10. Venue- Any dispute that is sought to be resolved through the court system shall be filed and pursued in the State and Federal Courts located in Summit County, Ohio.
11. Representation- AEM and SP represents and covenants that each have the opportunity to consult with their independent attorneys and/or tax advisors prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

WITNESS:

Signed and delivered in the presence of:

AEM:

THE AEM SERVICES, LLC

Mark Gathagan
Print Name:

MARK GATHAGAN

By: me ste

Name: Mark Dente

Jane Gathagan
Print Name:

JANE GATHAGAN

Title: Managing Member

SP:

SP INVESTMENT SERVICES, LLC

Darrel L. Seibert III
Print Name:

Darrel L. Seibert
Print Name: III

By: [Signature]

Name: Darrel L. Seibert II

Title: Managing Member

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General Overview

SP Investment Services, LLC, (SP) was created to give investors the opportunity to receive a superior return on monies invested in short term notes. The notes will be in duration of 6 month increments with interest paid to the investors quarterly. Investors can invest their money for a minimum of 6 months or for 12 months (in which case there will be two 6 month notes created, with the first note created for the first 6 months and the second note created for the second 6 month period). The notes will be guaranteed and collateralized by SP Investment Services, LLC.

Back Ground

SP has entered into a Joint Venture agreement with a JV Partner, namely, AEM Services, LLC (AEM). AEM has created a long standing relationship with banks in the Northeastern Ohio area to be the preferred purchaser of foreclosed homes at discounted prices. The principal owner of AEM has been in the real estate business since 1996 and has an extensive knowledge of the residential real estate market place and valuations of the homes that the banks are offering for sale. Because of the relationship that has been fostered with the banks, AEM is not obligated to purchase all of the homes that the banks are trying to sell and can "cherry pick" the homes that are in the good residential areas at the right price.

EXHIBIT B



INVESTOR PLAN

The homes that AEM contracts to purchase are within an approximate 30 mile radius of their home office, located in Fairlawn, Ohio, see Exhibit "A" attached hereto. A typical representation of the homes that AEM is obtaining the rights to purchase from the banking sources is attached hereto as Exhibit "B". The price range of the homes that are placed under contract average approximately \$35,000 to \$40,000 each, with a price range of homes between \$20,000 to \$100,000. The purchase price from the bank allows AEM to mark up the homes and make a reasonable profit at the same time allowing the ultimate purchaser to purchase the homes with "enough meat left on the bone" to do their improvements and sell or rent them at market rate.

Track Record

In 2018 AEM sold over 550 homes with revenues in excess of \$4.4 million dollars. In 2019 AEM sold over 1675 homes with revenues in excess of \$14.35 million dollars. In 2020 year to date, AEM has sold over 1225 homes with revenues in excess of \$15.2 million dollars. AEM projects that in 2020, they will place under contract between 2000 to 2200 homes in the local market place and will sell all of those homes to the end purchasers, which are typically home remodelers /home flippers, and or residential investors.

AEM has also **created a pool of over 500 end purchasers** of the contracts for the foreclosed homes. With this built-in pool of purchasers, AEM places the homes under contract with the banks, and then has a certain period of time before they are required to close on the properties. At the time the home is placed under contract, the banks require AEM to place funds in escrow with the bank for the purchase price of the home. In the time between when AEM places the properties under contract with the bank and the time that AEM has to close on the properties, AEM actually sells (in this



case assigns) the purchase contracts to the remodelers/rehabbers/investors for a profit, so at the end of the day, AEM actually never closes on or purchases the home from the bank. AEM makes their money on the spread from what they put properties under contract for and what they actually assign the purchase contract for to the end buyer. (See typical assignment contract attached as Exhibit "C".)

Use of Investor Funds

SP shall use the investor funds as the **initial purchase payment funds** for placing the foreclosed properties with the banks under contract. In turn, AEM shall create notes with varying maturity dates in the amount of the investment and the corresponding profit to be paid to SP upon the ultimate closing by the end purchasers with the banks. SP shall continuously reinvest the funds into new product with AEM upon the repayment of the notes by AEM.

Returns to Investors

Investor's Returns Amount Invested	Length of Investment Note/ Rate of Return Annualized	
	6 months	12 months
\$100,000-\$250,000	8.00%	10.00%
\$250,001-\$500,000	10.00%	12.00%
\$500,001-\$1,000,000	12.00%	14.00%
\$1,000,001+	14.00%	16.00%
**Min. investment \$100,000		



Investment returns will be based upon a sliding scale based on the amount of dollars invested and for the length of time the dollars are invested. The **minimum investment is \$100,000** and the minimum length of time for the invested dollars is 6 months. Interest will be paid quarterly to investors, with all principal and accrued interest due at the maturation of the note based on the length of time of the investment.

Risk Tolerance and Collateral of SP Notes

SP has entered into a Joint Venture agreement with AEM, whereby AEM is restricted from placing homes under contract below a certain threshold market value and or for selling any of the assignments for less than a certain percentage to make sure that AEM is not getting “too aggressive” in their purchasing strategies thereby leaving the underlying assets in a “risky” position in the market place. SP’s investment funds will be secured by having a security interest on the purchase contracts/ assignments that AEM has funded. As a worst case scenario, if for some reason the end purchaser defaults on the purchase contract by not performing and not purchasing the property, then AEM will take ownership of the properties and SP will have an ownership interest in that particular property, which can be resold to another purchaser. AEM owns multiple companies, one which is a remodeling division that actually purchases and rehabs properties, but SP’s investment dollars shall not be used in that part of AEM’s business. The beneficial part of that business is, if a purchaser fails to close on a purchase contract, AEM has the ability to close on the property and put the property into their rehab and remodeling division if the property is not sold to another purchaser.

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Risk Tolerance and Collateral of SP Notes

Currently the investment properties on the short term deals are located exclusively in the Northeastern Ohio area, but over time, we anticipate that the current bank partners would like for AEM to expand our contract purchases to additional markets within Ohio and potentially outside of Ohio dependent on the banking institutions' loan availabilities, the coordinated real estate market place familiarity, and the corresponding purchaser pool in the particular locale. AEM is also actively talking with additional bank partners about being their foreclosure purchaser to help expand the business.

Investor contributions are not securities. Investor understands that a Note and Security Agreement shall be provided to document their contribution and the Agreement shall not be deemed a security under either State or Federal law. The Agreement and the Note securing Investors contribution have not been registered or qualified under the Security Laws of any State and any transfer of any rights under the Agreement must comply with the provisions set forth in the Agreement. Contributions made by Investor and the Promissory Note and Security Agreement provided to Investor will not be registered as a security under the Securities Act of 1933, as amended, nor under the laws of any state or foreign jurisdiction.

Please review the information attached herein and let me know if I can answer any questions you may have regarding this exciting investment opportunity.

SP Investment Services, LLC

Darrel L. Seibert II, Member

Sandra Kurt, Summit County Clerk of Courts

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The homes that AEM contracts to purchase are within an approximate 30 mile radius of their home office, located in Fairlawn, Ohio.

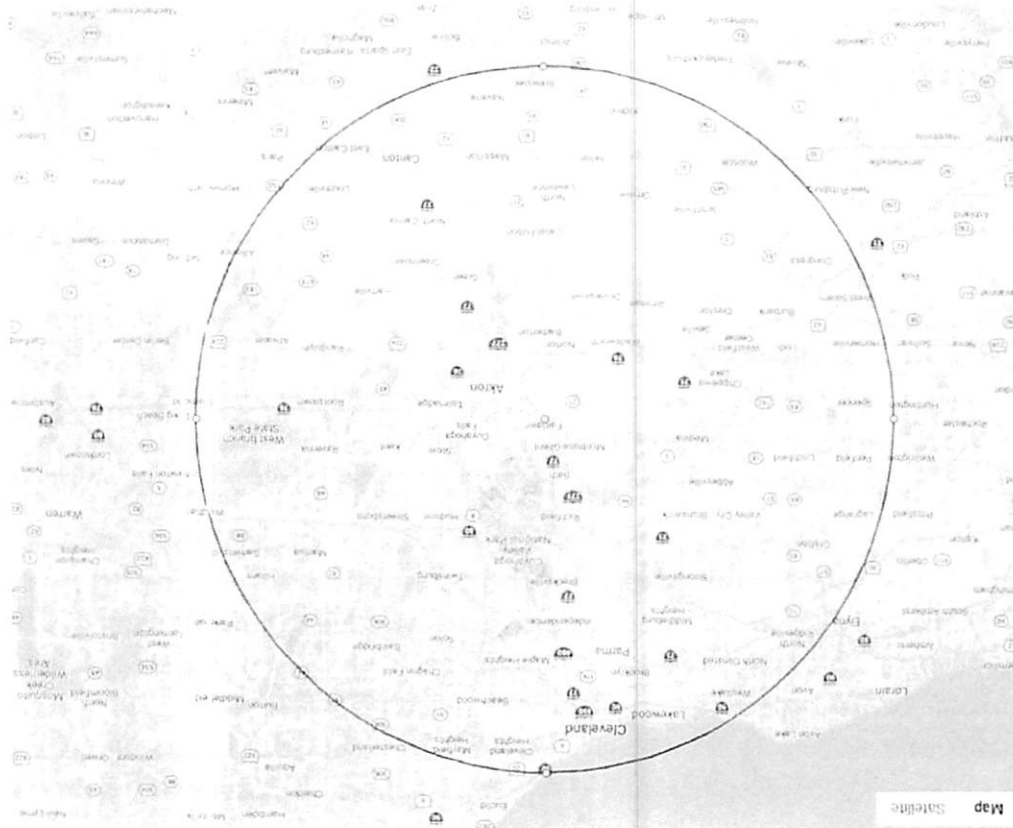


Exhibit "A"

INVESTOR PLAN



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Exhibit "B"

BUYER REFERRALS WELCOME

Diagonal
44320

3 1 1 **Bungalow**

AVAILABLE	ESTIMATED
\$39,000	\$69,000*

AEM

*The estimated value is calculated from public data, taking into account special features. An opinion will be made available. 100% financing. Rights to acquire will be indicated by state or other records.

A typical representation of the homes that AEM is obtaining the rights to purchase from the banking sources.





INVESTOR PLAN

Exhibit "C"

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, _____, the undersigned Assignor ("Assignor") hereby assigns, transfers and sets over to _____ ("Assignee") all rights, title and interest held by the Assignor in and to the Residential Purchase Agreement for the property located at _____.

The Assignor warrants and represents that said contract is in full force and effect and is fully assignable.

The Assignee hereby assumes and agrees to perform all the remaining and customary obligations of the Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignor warrants that the contract is without modification and remains on the terms contained

The Assignee is to pay all closing costs according to the original contract.

The Assignee's total investment is \$ _____ plus due diligence and closing costs. This assignment fee and investment consultation fees are made with no warranties, guarantees, or claims to conditions of the property, size, title or present or future value of the property and it is the Assignee's responsibility to perform their own due diligence before closing. This assignment shall survive the closing.

Assignee to pay a consulting fee or assignment fee to the Assignor, in the amount of \$ _____. Said consulting fee or assignment fee is included in the Assignee's total investment.

The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this _____ day of _____, 2019

Assignor's Signature

Date: _____

Assignor's Printed Name

Contact #: _____

Email: _____

Assignee's Signature

Date: _____

Assignee's Printed Name

Contact #: _____

Email: _____

AEM makes their money on the spread from what they put properties under contract for and what they actually assign the purchase contract for to the end buyer. This is an example of a typical assignment contract.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of this 18th day of February, 2020 is made by and between The AEM Services, LLC ("AEM"), with an address at 2998 W. Market Street, Fairlawn, Ohio 44333, and SP Investment Services, LLC ("SP"), with an address at 1 Cascade Plaza, Suite 1445, Akron, Ohio 44308.

Under the terms of this Agreement, SP desires to obtain and AEM desires to grant SP security for all of the Obligations (as defined in this Agreement).

NOW, THEREFORE, AEM and SP, intending to be legally bound, agree as follows:

1. Definitions.

- a) "Short Term Wholesale Real Estate Transaction" ("ST Transaction") means property purchased, placed under contract, by AEM from Banks, Lending Institutions, Sheriff Sales, etc. (collectively referred hereto as "Banks"), and any property immediately sold or assigned to third parties.
- b) "Collateral Assignment" means that certain Collateral Assignments of AEM interest in all contracts with any and all Banks as designated on Exhibit "A" and the Assignment Agreement of these interests to third parties.
- c) "Collateral" shall include AEM's tangible property and other assets described on Exhibit "B" attached to this Agreement and made a part of this Agreement (the "Personal Property"); all general intangibles relating to or arising from the Personal Property, all cash and non-cash proceeds (including insurance proceeds) of the Property.
- d) "ST Documents" means the Agreements (as defined in this Agreement), the Collateral Assignment, this Agreement and all other documents and instruments evidencing, securing the collateral or executed in connection with this Agreement.
- e) "Obligations" shall include all debts, liabilities, obligations, covenants and duties owing from AEM to SP of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to AEM, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under the Note or this Agreement or, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of SP incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

EXHIBIT C

Sandra Kurt, Summit County Clerk of Courts

Sandra Kurt, Summit County Clerk of Courts

- f) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State of Ohio. Terms used in this Agreement which are defined in the UCC and not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the UCC.

2. **Grant of Security Interest.** To secure the Obligations, AEM assigns and grants to SP, a continuing lien on and security interest in the Collateral, including, but not limited to, the purchase contracts and assignments, and or any owned property of all ST Transactions of AEM.

3. **Change in Name or Location.** AEM agrees that if the location of the Collateral changes from the locations listed on Exhibit "A", or if AEM changes its name or form or jurisdiction of organization or establishes a name in which it may do business, AEM will immediately notify SP in writing of the additions or changes.

4. **Representations and Warranties.** AEM represents, warrants and covenants to SP that: (a) AEM has good, marketable and indefeasible right to title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of SP created by this Agreement; (b) except as provided in this Agreement, AEM will not, without SP's prior written consent, sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist on the Collateral except to SP; and, (c) AEM will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest in the Collateral.

AEM and SP understand and agree this provision shall not apply to prevent the assignment of various purchase agreements with various banks to third parties; i.e., the Collateral assignments; and, in fact grants SP a secured interest in these Collateral Assignments.

5. **AEM's Covenants.** AEM covenants that it shall:

- a) from time to time and at all reasonable times allow SP, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral, and obtain valuations and audits of the Collateral, at AEM's expense, wherever located. AEM shall do, obtain, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as SP may require to vest in and assure to SP its rights under this Agreement and in or to the Collateral, and the proceeds of the Collateral, including waivers from Banks and mortgagees;
- b) keep the Collateral in good order and repair at all times and immediately notify SP of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation;
- c) only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations; and

- d) have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, sprinkler leakage, and other risks (including risk of flood if any Collateral is maintained at a location in a flood hazard zone) as SP may reasonably require, in such form, in the minimum amount of the outstanding principal of the Note and written by such companies as may be reasonably satisfactory to SP. Each such casualty insurance policy shall contain a standard Lender's Loss Payable Clause issued in favor of SP under which all losses thereunder shall be paid to SP as SP's interest may appear. Such policies shall expressly provide that the requisite insurance cannot be altered or canceled without at least thirty (30) days prior written notice to SP and shall insure SP notwithstanding the act or neglect of AEM. Upon SP's demand, AEM shall furnish SP with evidence of insurance as SP may require. In the event of failure to provide insurance as herein provided, SP may, at its option, obtain such insurance and AEM shall pay to SP, on demand, the cost thereof. Proceeds of insurance may be applied by SP to reduce the Obligations or to repair or replace Collateral, all in SP's sole discretion.
- e) If any of the Collateral is, at any time, in the possession of a bailee, AEM shall promptly notify SP and, if requested by SP, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to SP, that the bailee holds such Collateral for the benefit of SP and shall act upon the instruction of SP, without the further consent of AEM.

6. Negative Pledge; No Transfer. AEM will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral or use any portion of the Collateral in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance on the Collateral. AEM and SP understand and agree this provision shall not apply to prevent the assignments of the purchase agreements with various banks to third parties; i.e., the Collateral Assignments.

7. Further Assurances. AEM irrevocably authorizes SP at any time, and from time to time, to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments that (a) indicate the Collateral (i) as all assets of AEM or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Ohio Uniform Commercial Code or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Ohio Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including, but not limited to (i) whether AEM is an organization, the type of organization and (ii) any organization identification number issued to AEM. AEM agrees to furnish any such information to SP promptly upon request. AEM also ratifies its authorization for SP to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments if filed prior to the date of this Agreement.

8. Events of Default. AEM shall, at SP's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) a failure to pay any amount due under the Note or this Agreement within ten (10) days of the date the same is due; (b) the failure by AEM to perform any of its other obligations under this Agreement within thirty (30) days of notice from SP of the failure to perform; (c) falsity, inaccuracy or material breach by AEM of any written warranty, representation or statement made or furnished to SP by or on behalf of AEM; (d) an uninsured material loss, theft, damage, or destruction to any of the Collateral, or the entry of any judgment against AEM or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (e) the failure of SP to have a perfected first priority security interest in the Collateral; or (f) any indication or evidence received by SP that AEM may have directly or indirectly been engaged in any type of activity which, in SP's discretion, might result in the forfeiture of any property of AEM to any governmental entity, federal, state or local.

9. Remedies. Upon the occurrence of any such Event of Default and at any time after an Event of Default, SP may declare all Obligations secured immediately due and payable and shall have, in addition to any remedies provided in this Agreement or by any applicable law or in equity, all the remedies of SP under the UCC. SP's remedies include, but are not limited to, to the extent permitted by law, the right to (a) peaceably by its own means or with judicial assistance enter AEM's premises and take possession of the Collateral without prior notice to AEM or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral, and (d) require AEM to assemble the Collateral and make it available to SP at a place designated by SP. Expenses of retaking, holding, preparing for sale, selling or the like shall include SP's reasonable attorney's fees and legal expenses, incurred or expended by SP to enforce any payment due under this Agreement either as against AEM, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged under this Agreement. AEM waives all relief from all appraisal or exemption laws now in force or subsequently enacted.

10. Payment of Expenses. At its option, SP may, but is not required to: discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral; pay for required insurance on the Collateral; and pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by SP to be necessary. AEM will reimburse SP on demand for any payment so made or any expense incurred by SP pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by SP.

11. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted under this Agreement must be in writing and will be effective upon receipt. Such notices and other communications may be hand delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally recognized

overnight courier service, to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose.

12. Preservation of Rights. No delay or omission on SP's part to exercise any right or power arising under this Agreement will impair any such right or power or be considered a waiver of any such right or power, nor will with SP's action or inaction impair any such right or power. SP's rights and remedies are cumulative and not exclusive of any other rights or remedies which SP may have under other agreements, at law or in equity.

13. Illegality. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

14. Changes in Writing. No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by AEM from any provision of this Agreement will be effective unless made in a writing signed by SP, and then such waiver or consent shall be effective only in the specific instance and for the purpose given. No notice to or demand on AEM in any case will entitle AEM to any other or further notice or demand in the same, similar or other circumstance.

15. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

16. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile or electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or electronic transmission.

17. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of AEM and SP and their respective heirs, executors, administrators, successors and assigns; provided, however, that AEM may not assign this Agreement in whole or in part without SP's prior written consent and SP at any time may assign this Agreement in whole or in part.

18. Interpretation. In this Agreement, unless SP and AEM otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be

followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. If this Agreement is executed by more than one AEM, the obligations of such persons or entities will be joint and several.

19. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by SP and will be deemed to be made in the State of Ohio. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED, IF DIFFERENT, SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE FO THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN.** AEM irrevocably consents to the exclusive jurisdiction and venue of any state or federal court in Summit County, Ohio; provided that nothing contained in this Agreement will prevent SP from bringing any action, enforcing any award or judgment or exercising any rights against AEM individually, against any security or against any property of AEM within any other county, state or foreign or domestic jurisdiction. SP and AEM agree that the venue provided above is the most convenient forum for both SP and AEM. AEM waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

20. WAIVER OF JURY TRIAL. EACH OF AEM AND SP IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. AEM AND SP ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(EXECUTION PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

WITNESS:

signed and delivered in the presence of:

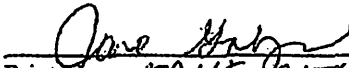
AEM: AEM SERVICES, LLC


Print Name: MARK GATHAGAN

By: me ste

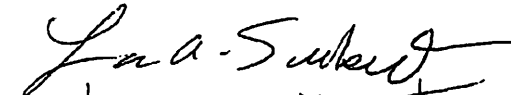
Name: Mark Dente

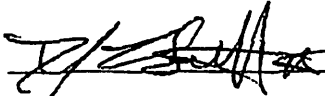
Title: Managing Member


Print Name: JANE GATHAGAN

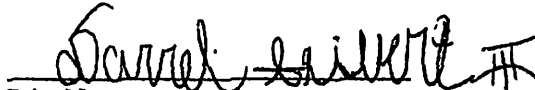
SP:

SP INVESTMENT SERVICES, LLC


Print Name: Laura Seibert

By: 

Name: Darrel L. Seibert II


Print Name: DARREL L. SEIBERT II

Title: Managing Member

EXHIBIT "A"

1. Bank of America;
2. SPS (Credit Suisse);
3. Huntington National Bank;
4. S&T Bank;
5. Middlefield;
6. Home Savings;
7. Fifth Third;
8. Key Bank;
9. First Federal Lakewood;
10. Riverside Bank;
11. Center Bank;
12. First Merchants; and
13. Regions Bank.

EXHIBIT "B"

The AEM Services, LLC, (AEM) 2998 West Market Street, Fairlawn, Ohio 44333 provides SP Investment Services, LLC, (SP) 1 Cascade Plaza, Suite 1445, Akron, Ohio 44308 a secured interest in all of the following assets:

1. All Real Estate Purchase Agreements between The AEM Services, LLC and Banks, Lending Institutions, Sheriff Sales, etc.(collectively referred hereto as "Banks"), as designated on Exhibit "A", for residential properties obtained by Banks through foreclosure proceedings or otherwise acquired by Banks;
2. All Assignments of Real Estate Purchase Agreements between AEM Services, LLC, Banks, and third parties to allow the third party to purchase the residential real estate which is the subject of the Purchase Agreement between The AEM Services, LLC and Banks;
3. All funds held in the AEM/SP Investment Joint Venture Accounts at Key Bank, account #:
;
4. All funds of The AEM Services, LLC held by Innovative Title and Escrow Services, LLC, or other title companies, and involving the purchase of real estate by The AEM Services, LLC from Banks; including any transactions involving an Assignment of the right to purchase by The AEM Services, LLC to a third party;
5. All lists and or spreadsheets identifying properties purchased by, or under contract with The AEM Services, LLC from any Banks or lending institutions for their own purposes and/or for assignment to third parties which identifies the property purchased or to be purchased; the purchase price; whether the property has been assigned to the third party; identifies the third party; identifies the amount paid by the third party for the assignment; and, identifies the closing date for the transfer of the property to The AEM Services, LLC or the third party; and
6. All rights which The AEM Services, LLC now has or may have in the future to the payment of money, payment for properties sold or leased or for services rendered whether or not now earned or due; and, rights to payment arising out of all present or future debt instruments, loans or obligations receivable including, but not limited to, any and all Assignments of Real Estate Purchase Agreements between The AEM Services, LLC and third parties, and any or all rights and or ownership interests in and to any properties that The AEM Services, LLC acquire using funds of SP Investments Services, LLC.



The AEM Services | 2998 West Market Street | Akron, OH 44333 | 330.983.9750

COGNOVIT PROMISSORY NOTE

For the value received, the undersigned, The AEM Services, LLC and Mark Dente, individually, whose principal address is 2998 W. Market Street, Fairlawn, Ohio, (hereinafter "Makers"), promises to pay to the "Holder", the sum of the value received with profits shown below. All funds will be available on or about the date shown below.

<i>Holder</i>	SP Investment Services, LLC		
<i>Value Received***</i>	\$9,926,000.00		
<i>Effective Date</i>	February	24	2022
<i>Funds Available Date(s)**</i>	April	24	2022
<i>Profit***</i>	\$893,340.00		
<i>Note Code</i>	220224SP9926000		

**Date will vary due to actual date of closing, weekends, holidays, transfer of funds, and other unforeseen circumstances (Allow approximately 3-4 business days)
***Refer to Appendix A for details

Any Holder hereof without notice to anyone may declare the entire debt due after (30) days continuous default in the payment of principal and profits. Upon such declaration the entire debt shall be immediately due and payable.

Any attorney-at-law may appear in any court of record situated in the County where the Makers then reside or in the County where they signed this note and being in the United States at any time after the debt hereby evidenced shall become due, either at its stated maturity or by declaration, and waive the issuing and service of process and confess judgment against the Makers in favor of the Holder, for the amount then owing hereon, together with the costs of suit, and thereupon, release all errors and waive all rights of appeal.

Any suit, action or other proceeding arising out of or based upon any dispute, claim, question, or disagreement pertaining to this Cognovit Note or the breach thereof, brought by the Holders or their respective heirs, legal representatives, successors, or assigns, shall be brought in the Court of Common Pleas for Summit County, Ohio or the United States District Court for Ohio. The Makers hereby irrevocably submit to the jurisdiction of the state courts of Ohio and to the jurisdiction of the United States District Court for the Northern District of Ohio for this purpose. The Makers hereby waive, and agree not to asset, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Makers are not subject personally to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Cognovit Note or the subject matter hereof may not be enforced in or by such court.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

In Witness Whereof, the undersigned parties, hereby set forth their signatures on the effective date above.

The AEM Services, LLC

Mark Dente, Manager, Makers

Mark Dente, Individually, Makers

SP Investment Services, LLC, Holder

EXHIBIT D

Sandra Kurt, Summit County Clerk of Courts

Sandra Kurt, Summit County Clerk of Courts



The AEM Services | 2998 West Market Street | Akron, OH 44333 | 330.983.9750

Appendix A 7 pages

Value Received***	Profit***
Column1	Column2
\$21,000.00	\$1,890.00
\$21,000.00	\$1,890.00
\$21,000.00	\$1,890.00
\$23,000.00	\$2,070.00
\$23,000.00	\$2,070.00
\$29,000.00	\$2,610.00
\$29,000.00	\$2,610.00
\$29,000.00	\$2,610.00
\$29,000.00	\$2,610.00
\$35,500.00	\$3,195.00
\$35,500.00	\$3,195.00
\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
\$44,000.00	\$3,960.00
\$44,000.00	\$3,960.00
\$48,000.00	\$4,320.00
\$48,500.00	\$4,365.00
\$11,000.00	\$990.00
\$11,000.00	\$990.00
\$12,000.00	\$1,080.00
\$14,000.00	\$1,260.00
\$14,000.00	\$1,260.00
\$14,000.00	\$1,260.00
\$14,000.00	\$1,260.00
\$14,500.00	\$1,305.00
\$19,000.00	\$1,710.00
\$19,000.00	\$1,710.00
\$23,000.00	\$2,070.00
\$23,500.00	\$2,115.00
\$23,500.00	\$2,115.00
\$23,500.00	\$2,115.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00

PAGE 1

\$25,500.00	\$2,295.00
\$27,000.00	\$2,430.00
\$30,000.00	\$2,700.00
\$30,000.00	\$2,700.00
\$30,000.00	\$2,700.00
\$30,000.00	\$2,700.00
\$30,250.00	\$2,722.50
\$30,500.00	\$2,745.00
\$30,500.00	\$2,745.00
\$30,500.00	\$2,745.00
\$30,500.00	\$2,745.00
\$30,500.00	\$2,745.00
\$30,500.00	\$2,745.00
\$30,500.00	\$2,745.00
\$30,500.00	\$2,745.00
\$32,000.00	\$2,880.00
\$32,000.00	\$2,880.00
\$32,000.00	\$2,880.00
\$32,000.00	\$2,880.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
\$33,000.00	\$2,970.00
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\$35,000.00	\$3,150.00
\$35,000.00	\$3,150.00
\$35,000.00	\$3,150.00
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\$37,000.00	\$3,330.00
\$37,000.00	\$3,330.00
\$39,000.00	\$3,510.00
\$39,000.00	\$3,510.00
\$39,000.00	\$3,510.00
\$39,500.00	\$3,555.00
\$39,500.00	\$3,555.00
\$44,000.00	\$3,960.00
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\$44,000.00	\$3,960.00
\$44,000.00	\$3,960.00
\$44,000.00	\$3,960.00
\$45,000.00	\$4,050.00
\$45,000.00	\$4,050.00
\$47,000.00	\$4,230.00

PAGE 2

\$47,000.00	\$4,230.00
\$47,000.00	\$4,230.00
\$47,000.00	\$4,230.00
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\$50,500.00	\$4,545.00
\$53,000.00	\$4,770.00
\$55,000.00	\$4,950.00
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\$21,500.00	\$1,935.00
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\$31,000.00	\$2,790.00
\$31,000.00	\$2,790.00
\$31,000.00	\$2,790.00
\$33,000.00	\$2,970.00
\$35,000.00	\$3,150.00
\$35,000.00	\$3,150.00
\$35,000.00	\$3,150.00
\$35,000.00	\$3,150.00
\$38,000.00	\$3,420.00
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\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
\$45,000.00	\$4,050.00
\$45,000.00	\$4,050.00
\$45,000.00	\$4,050.00

Page 3

\$45,000.00	\$4,050.00
\$46,000.00	\$4,140.00
\$47,000.00	\$4,230.00
\$47,000.00	\$4,230.00
\$47,000.00	\$4,230.00
\$50,500.00	\$4,545.00
\$50,500.00	\$4,545.00
\$51,500.00	\$4,635.00
\$51,500.00	\$4,635.00
\$20,000.00	\$1,800.00
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\$25,000.00	\$2,250.00
\$30,000.00	\$2,700.00
\$30,000.00	\$2,700.00
\$31,000.00	\$2,790.00
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\$21,000.00	\$1,890.00
\$21,000.00	\$1,890.00
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\$23,000.00	\$2,070.00
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\$29,000.00	\$2,610.00
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\$29,000.00	\$2,610.00
\$35,500.00	\$3,195.00
\$35,500.00	\$3,195.00
\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
\$44,000.00	\$3,960.00
\$44,000.00	\$3,960.00
\$48,000.00	\$4,320.00
\$48,500.00	\$4,365.00
\$20,000.00	\$1,800.00
\$20,000.00	\$1,800.00
\$20,000.00	\$1,800.00
\$20,500.00	\$1,845.00
\$25,000.00	\$2,250.00
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\$25,000.00	\$2,250.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$28,000.00	\$2,520.00

PAGE 4

\$30,500.00	\$2,745.00
\$31,000.00	\$2,790.00
\$31,000.00	\$2,790.00
\$35,000.00	\$3,150.00
\$36,000.00	\$3,240.00
\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
\$40,000.00	\$3,600.00
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\$44,000.00	\$3,960.00
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\$34,000.00	\$3,060.00
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\$36,000.00	\$3,240.00
\$40,000.00	\$3,600.00
\$43,000.00	\$3,870.00
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\$32,500.00	\$2,925.00
\$32,500.00	\$2,925.00
\$32,500.00	\$2,925.00
\$40,500.00	\$3,645.00
\$42,000.00	\$3,780.00
\$45,000.00	\$4,050.00
\$53,000.00	\$4,770.00
\$25,000.00	\$2,250.00

PAGE 5

\$25,000.00	\$2,250.00
\$25,000.00	\$2,250.00
\$25,000.00	\$2,250.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$30,000.00	\$2,700.00
\$31,000.00	\$2,790.00
\$36,000.00	\$3,240.00
\$40,000.00	\$3,600.00
\$44,500.00	\$4,005.00
\$44,500.00	\$4,005.00
\$44,500.00	\$4,005.00
\$48,500.00	\$4,365.00
\$16,000.00	\$1,440.00
\$18,000.00	\$1,620.00
\$18,000.00	\$1,620.00
\$18,000.00	\$1,620.00
\$22,000.00	\$1,980.00
\$22,500.00	\$2,025.00
\$23,000.00	\$2,070.00
\$25,500.00	\$2,295.00
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\$30,000.00	\$2,700.00
\$30,500.00	\$2,745.00
\$34,000.00	\$3,060.00
\$34,000.00	\$3,060.00
\$34,000.00	\$3,060.00
\$34,000.00	\$3,060.00
\$35,000.00	\$3,150.00
\$37,000.00	\$3,330.00
\$37,000.00	\$3,330.00
\$37,000.00	\$3,330.00
\$41,000.00	\$3,690.00
\$41,250.00	\$3,712.50
\$44,000.00	\$3,960.00
\$44,000.00	\$3,960.00
\$44,000.00	\$3,960.00
\$45,500.00	\$4,095.00

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\$49,000.00	\$4,410.00
\$50,500.00	\$4,545.00
\$50,500.00	\$4,545.00
\$59,000.00	\$5,310.00
\$10,500.00	\$945.00
\$12,000.00	\$1,080.00
\$12,000.00	\$1,080.00
\$13,000.00	\$1,170.00
\$20,000.00	\$1,800.00
\$20,000.00	\$1,800.00
\$20,500.00	\$1,845.00
\$20,500.00	\$1,845.00
\$20,500.00	\$1,845.00
\$20,500.00	\$1,845.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$25,500.00	\$2,295.00
\$30,000.00	\$2,700.00
\$45,000.00	\$4,050.00
\$45,000.00	\$4,050.00
\$45,000.00	\$4,050.00
\$45,000.00	\$4,050.00
\$50,000.00	\$4,500.00
\$50,000.00	\$4,500.00
\$51,000.00	\$4,590.00
\$51,000.00	\$4,590.00
\$51,000.00	\$4,590.00
Total:	Total:
\$9,926,000.00	\$893,340.00

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Sandra Kurt, Summit County Clerk of Courts

Sandra Kurt, Summit County Clerk of Courts



The AEM Services | 2998 West Market Street | Akron, OH 44333 | 330.983.9750

COGNOVIT PROMISSORY NOTE

For the value received, the undersigned, The AEM Services, LLC and Mark Dente, individually, whose principal address is 2998 W. Market Street, Fairlawn, Ohio, (hereinafter "Makers"), promises to pay to the "Holder", the sum of the value received with profits shown below. All funds will be available on or about the date shown below.

Table with 4 columns: Holder, Value Received, Effective Date, Funds Available Date(s), Profit, Note Code. Values include \$2,096,500.00, January 10 2022, February 25 2022, \$419,300.00, and 220110SP2096500.

**Date will vary due to actual date of closing, weekends, holidays, transfer of funds, and other unforeseen circumstances (Allow approximately 3-4 business days)
***Refer to Appendix A for details

Any Holder hereof without notice to anyone may declare the entire debt due after (30) days continuous default in the payment of principal and profits. Upon such declaration the entire debt shall be immediately due and payable.

Any attorney-at-law may appear in any court of record situated in the County where the Makers then reside or in the County where they signed this note and being in the United States at any time after the debt hereby evidenced shall become due, either at its stated maturity or by declaration, and waive the issuing and service of process and confess judgment against the Makers in favor of the Holder, for the amount then owing hereon, together with the costs of suit, and thereupon, release all errors and waive all rights of appeal.

Any suit, action or other proceeding arising out of or based upon any dispute, claim, question, or disagreement pertaining to this Cognovit Note or the breach thereof, brought by the Holders or their respective heirs, legal representatives, successors, or assigns, shall be brought in the Court of Common Pleas for Summit County, Ohio or the United States District Court for Ohio. The Makers hereby irrevocably submit to the jurisdiction of the state courts of Ohio and to the jurisdiction of the United States District Court for the Northern District of Ohio for this purpose. The Makers hereby waive, and agree not to asset, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Makers are not subject personally to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an Inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Cognovit Note or the subject matter hereof may not be enforced in or by such court.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

In Witness Whereof, the undersigned parties, hereby set forth their signatures on the effective date above.

The AEM Services, LLC

Signature of Mark Dente, Manager, Makers

Signature of Mark Dente, Individually, Makers

Signature of SP Investment Services, LLC, Holder

EXHIBIT E

Sandra Kurt, Summit County Clerk of Courts

Sandra Kurt, Summit County Clerk of Courts



The AEM Services | 2998 West Market Street | Akron, OH 44333 | 330.983.9750

Appendix A 3 pages

Value Received***	Profit***
Column1	Column2
\$24,000.00	\$4,800.00
\$23,000.00	\$4,600.00
\$31,000.00	\$6,200.00
\$31,000.00	\$6,200.00
\$32,000.00	\$6,400.00
\$19,000.00	\$3,800.00
\$21,000.00	\$4,200.00
\$25,000.00	\$5,000.00
\$25,000.00	\$5,000.00
\$27,000.00	\$5,400.00
\$27,500.00	\$5,500.00
\$34,000.00	\$6,800.00
\$34,000.00	\$6,800.00
\$34,000.00	\$6,800.00
\$35,000.00	\$7,000.00
\$38,000.00	\$7,600.00
\$43,000.00	\$8,600.00
\$45,000.00	\$9,000.00
\$45,000.00	\$9,000.00
\$45,000.00	\$9,000.00
\$47,500.00	\$9,500.00
\$48,000.00	\$9,600.00
\$52,000.00	\$10,400.00
\$52,500.00	\$10,500.00
\$52,500.00	\$10,500.00
\$25,000.00	\$5,000.00
\$25,000.00	\$5,000.00
\$25,000.00	\$5,000.00
\$30,000.00	\$6,000.00
\$34,000.00	\$6,800.00
\$34,000.00	\$6,800.00
\$34,000.00	\$6,800.00
\$35,000.00	\$7,000.00
\$40,500.00	\$8,100.00
\$43,000.00	\$8,600.00
\$45,000.00	\$9,000.00
\$50,000.00	\$10,000.00

Sandra Kurt, Summit County Clerk of Courts

Sandra Kurt, Summit County Clerk of Courts

\$50,000.00	\$10,000.00
\$50,000.00	\$10,000.00
\$57,000.00	\$11,400.00
\$11,500.00	\$2,300.00
\$25,000.00	\$5,000.00
\$29,000.00	\$5,800.00
\$36,500.00	\$7,300.00
\$38,000.00	\$7,600.00
\$38,000.00	\$7,600.00
\$38,000.00	\$7,600.00
\$40,500.00	\$8,100.00
\$44,000.00	\$8,800.00
\$46,000.00	\$9,200.00
\$48,000.00	\$9,600.00
\$48,000.00	\$9,600.00
\$48,000.00	\$9,600.00
\$50,250.00	\$10,050.00
\$50,250.00	\$10,050.00
\$12,000.00	\$2,400.00
\$25,000.00	\$5,000.00
Total:	Total:
\$2,096,500.00	\$419,300.00

Sandra Kurt, Summit County Clerk of Courts

Sandra Kurt, Summit County Clerk of Courts



The AEM Services | 2998 West Market Street | Akron, OH 44333 | 330.983.9750

COGNOVIT PROMISSORY NOTE

For the value received, the undersigned, The AEM Services, LLC and Mark Dente, individually, whose principal address is 2998 W. Market Street, Fairlawn, Ohio, (hereinafter "Makers"), promises to pay to the "Holder", the sum of the value received with profits shown below. All funds will be available on or about the date shown below.

<i>Holder</i>	SP Investment Services, LLC		
<i>Value Received***</i>	\$68,000.00		
<i>Effective Date</i>	March	8	2022
<i>Funds Available Date(s)**</i>	May	8	2022
<i>Profit***</i>	\$10,200.00		
<i>Note Code</i>	220308SP68000		

***Date will vary due to actual date of closing, weekends, holidays, transfer of funds, and other unforeseen circumstances (Allow approximately 3-4 business days)*

****Refer to Appendix A for details*

Any Holder hereof without notice to anyone may declare the entire debt due after (30) days continuous default in the payment of principal and profits. Upon such declaration the entire debt shall be immediately due and payable.

Any attorney-at-law may appear in any court of record situated in the County where the Makers then reside or in the County where they signed this note and being in the United States at any time after the debt hereby evidenced shall become due, either at its stated maturity or by declaration, and waive the issuing and service of process and confess judgment against the Makers in favor of the Holder, for the amount then owing hereon, together with the costs of suit, and thereupon, release all errors and waive all rights of appeal.

Any suit, action or other proceeding arising out of or based upon any dispute, claim, question, or disagreement pertaining to this Cognovit Note or the breach thereof, brought by the Holders or their respective heirs, legal representatives, successors, or assigns, shall be brought in the Court of Common Pleas for Summit County, Ohio or the United States District Court for Ohio. The Makers hereby irrevocably submit to the jurisdiction of the state courts of Ohio and to the jurisdiction of the United States District Court for the Northern District of Ohio for this purpose. The Makers hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Makers are not subject personally to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Cognovit Note or the subject matter hereof may not be enforced in or by such court.

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In Witness Whereof, the undersigned parties, hereby set forth their signatures on the effective date above.

The AEM Services, LLC

m st

Mark Dente, Manager, Makers

m st

Mark Dente, Individually, Makers

SP Investment Services, LLC Holder

EXHIBIT F



The AEM Services | 2998 West Market Street | Akron, OH 44333 | 330.983.9750

APPENDIX A

Value Received***	Profit***
\$25,000.00	\$3,750.00
\$43,000.00	\$6,450.00
Total:	Total:
\$68,000.00	\$10,200.00