

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

CHRISTOPHER LONGO, ) CASE NO. CV-2022-05-1754  
 )  
Plaintiff, ) JUDGE PATRICIA A. COSGROVE  
 )  
v. )  
 )  
THE AEM SERVICES, LLC, *et. al.*, )  
 )  
Defendants. )

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MOTION/APPLICATION OF THE RECEIVER FOR AUTHORITY TO  
SELL REAL PROPERTY LOCATED FREE AND CLEAR OF LIENS,  
ENCUMBRANCES, AND INTERESTS WITH SAID LIENS,  
ENCUMBRANCES, AND INTERESTS TO ATTACH TO THE  
PROCEEDS OF SALE

MOTION TO PAY CERTAIN EXPENSES IMMEDIATELY OUT OF  
THE PROCEEDS OF SALE

NOTICE OF DEADLINE FOR FILING OBJECTIONS  
SEE PAGE 9

1382 CAREY AVENUE, AKRON, OH 44314  
PPN: 6710540

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Mark E. Dottore, (the “**Receiver**”) duly appointed and acting Receiver of The AEM Services, LLC (the “**Receivership Entity**”), hereby moves this Court, pursuant to the Receiver Order (as hereinafter defined) and Ohio Revised Code Section 2735.01 *et. seq.*, for the entry of an Order, (i) authorizing the sale of the real property located at 1382 Carey Avenue, Akron, OH 44314 (PPN: 6710540) (the “**Property**”) to Kevin P. and Laura K. Labadie or an assignee identified by them (the “**Buyer**”), consistent with the terms of a Residential Purchase Agreement (the

“**Purchase Agreement**”) attached hereto as Exhibit A and incorporated by reference herein; (ii) determining and directing that the sale of the Property is free and clear of all mortgages, pledges, security interests, liens, encumbrances, claims, charges, and any other interests of any kind or type whatsoever (the “**Encumbrances and Interests**”); (iii) authorizing the Receiver to pay certain expenses of the sale out of the proceeds derived from the sale transaction (the “**Sale Proceeds**”); and (iv) granting such other and further relief as is warranted in the circumstances.

In support of his motion, the Receiver states as follows:

1. On June 22, 2022, the Court entered its order (the “**Initial Receiver Order**”) in the Lead Case appointing the Receiver to be “the receiver of the real and personal property ... general intangibles, and all other assets arising out of, or pertaining to AEM, of whatever kind or nature[.]” Initial Receiver Order at par. no. 1.

2. On July 15, 2022, the Court amended and expanded the Initial Receiver Order when it entered its First Amended Order Appointing Receiver (the “**First Amended Receiver Order**”) in the Lead Case, and thereby expanded the Receivership to include AEM Investments, LLC and AEM Wholesale, LLC.

3. On August 10, 2022, the Court further amended and expanded the First Amended Receiver Order when it entered its Second Amended Order

Appointing Receiver in the Lead Case<sup>1</sup>, (and thereby expanded the Receivership to include the assets of Mark Dente, Sharon Dente, and Anthony Dente (collectively, the “**Dentes**”) along with the following entities and their assets: The AEM Services, LLC, AEM Investments, LLC, AEM Wholesale, LLC, Unlimited Acquisitions, LLC, AEM Productions, LLC, AEM Real Estate Group, LLC, AEM Capital Fund Ltd., The Mark and Sharon Dente Living Trust, A&J RE Holdings and Landmark Property Development, fka Landmark Real Estate Endeavors (collectively the “**Included Entities**”) and together with the assets of the Dentes, the “**Receivership Entities**”).

4. On July 20, 2022, the Court, acting through Administrative Judge Amy Corrigan Jones, entered its Miscellaneous Order Effective July 15, 2022, which, among other things, transferred this case and all other cases seeking relief against AEM or Mark Dente or persons or businesses associated with them (the “**AEM Cases**”) to Judge Cosgrove. Miscellaneous Order at par. no. 1.

5. Paragraph 3 of the Amended Receiver Order provides that the Receiver shall have the following specific powers and duties:

- a. The Receiver shall take immediate possession, control, management and charge of the Receivership Assets whether located in Ohio or in any other state. Pursuant to R.C. 2735.04 and the Order of this Court, and under the direction and control of this Court, the Receiver shall have the following powers and duties:
- b. (3)(i) The Receiver is authorized to negotiate and effect an orderly sale, transfer, use or assignment of all or a portion of any of the Assets in or

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<sup>1</sup> Unless otherwise indicated, all references to “the **Receiver Order**” in this or any other filing by the Receiver shall be to the Initial Receiver Order, as amended, and then in effect.

outside of the ordinary course of business of the Business and, from the proceeds thereof, to pay the secured and unsecured indebtedness of the Receivership Assets, including the Real Property. . . The Receiver is authorized to conduct such a sale of the Assets in any manner which he, in his good faith and reasonable discretion, believes will maximize the proceeds received from the sale.

6. The Receiver Order specifically referenced Ohio Revised Code § 2735 et. seq., which permits a Receiver to sell real property free and clear of liens.

7. The Receiver Order authorizes the Receiver to file this Motion and to sell the Property because it is an asset of AEM Productions, LLC.

### **The Property to Be Sold and the Proposed Sale**

8. The Property is located at 1382 Carey Avenue, Akron, OH 44314 (PPN: 6710540). The Receiver believes and accordingly asserts that in his best business judgment it is in the best interest of all parties and creditors of the receivership to sell the Property free and clear of liens to the Buyer pursuant to the Purchase Agreement.

9. Ohio Revised Code § 2735.04(D)(1)(b) provides, “Before entering an order authorizing the sale of the property by the receiver, the court may require that the receiver provide evidence of the value of the property. That valuation may be provided by any evidence that the court determines is appropriate.”

10. The Receiver submits that the Property was offered to the public through the Multiple Listing Service (“MLS”) and sold in a commercially reasonable transaction by David Sarver, a licensed real estate broker at Berkshire Hathaway. The Buyer is represented by a Berkshire Hathaway broker. The Buyer located and selected the Property because of its public listing on the MLS. The MLS is utilized

by thousands of buyers and sellers because listing property on the MLS generates the best marketing and advertising and therefore the highest values for real estate listed for sale. The Receiver maintains that the Property's listing on the MLS, its public advertising and the method of sale provides sufficient basis for establishment of the value of the Property at \$74,000.00.

### **Liens and Lien Priorities**

11. Attached to this Motion as Exhibit B is a Limited Lien Search (“**LLS**”) which was prepared by Everest Land Title Agency, Ltd. (“**Everest**”). The LLS indicates that, in addition to easements, restrictions, set-back-lines, declarations, conditions, covenants, reservations and rights of way of record, and the lien for real estate taxes and assessments, as of September 2, 2022, the following liens are of record against the Property:

- a. OPEN-END MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING from AEM Productions, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company, in the amount of \$108,000.00, dated April 19, 2022, filed April 19, 2022 as Instrument No.56733534, Summit County, Ohio records.
- b. UCC Financing Statement showing AEM Productions, LLC (as "Debtor"), and FTF Lending, LLC (as "Secured Party"), filed April 19, 2022 as Instrument No. 56733535, of Summit County, Ohio records.
- c. Summit County Court of Common Pleas Case No. CV-2022-05-1754, Christopher Longo vs The AEM Services, et al., Cognovit Action, filed May 27, 2022, in the amount of \$3,165,500.00.
  - i. NOTE: Order appointing receiver, Mark E. Dottore, filed June 22, 2022.
- d. Summit County Common Pleas Case No. CV-2022-07-2228, Sheryl Maxfield, Director, State of Ohio Department of Commerce, Plaintiff,

vs. Mark Dente, et al, Defendant, Preliminary Injunction, filed July 1, 2022.

i. Agreed Judgment Granting Injunctive Relief, filed August 15, 2022.

e. Buyer has an interest of undetermined value.

12. In addition to the liens, encumbrances, and interests noted, the Receiver is aware that there may be claims made by the Summit County Fiscal Officer, the Internal Revenue Service, the State of Ohio, Mark Dente, Sharon Dente, The Mark and Sharon Dente Living Trust, Anthony Dente, and Unlimited Acquisitions, LLC against the Property.

### **Relief Requested**

13. The Receiver requests that this Court enter an order granting him the authority to close on the Sale as described in the Purchase Agreement and specifically to sell the Property free and clear of all Encumbrances and Interests (except those noted herein); that the Encumbrances and Interests be divested from the Property and then transferred to the Sale Proceeds in the same priority and to the same extent that they are found to be valid, enforceable and unavoidable; except that to the extent that any real estate taxes are not yet due and payable, the lien for said taxes shall survive the sale and remain attached to the Property.

14. The Receiver also requests that the Buyer be required and authorized to pay the properly calculated, prorated, and allocated county real estate taxes on the Property in full as part of the closing of the Sale.

15. The Receiver also requests that the customary costs of closing the sale transaction, including real estate broker fees to Berkshire Hathaway (the “**Sale Expenses**”), be paid in full out of the Sale Proceeds at closing.

16. The Receiver requests that all Encumbrances and Interests other than the Sale Expenses be transferred to the fund produced by the Sale in the same priority and to the same extent that they are found to be valid, enforceable, and unavoidable as determined by the Court at a time convenient for the Court.

WHEREFORE, the Receiver prays that his Motion be granted and that the Court enter an order, substantially in the form of the Proposed Order, attached as Exhibit C, authorizing him to: (a) sell the Property to the Buyer pursuant to the terms and conditions set forth in the Purchase Agreement free and clear of all Encumbrances and Interests, (b) pay the Sale Expenses out of the Sale Proceeds, (c) require and authorize the Buyer to satisfy out of the Sale Proceeds the properly calculated and prorated county taxes and (d) hold the remainder of the Sale Proceeds until a proper determination is made by this Court as to the validity, priority, and amount of the remaining Encumbrances and Interests, and (e) execute any documents required and to do all other things necessary to complete the sale transaction, and (f) for such other and further relief as is just and equitable in the circumstances.

Date: November 2, 2022

Respectfully submitted,

/s/Mary K. Whitmer

Mary K. Whitmer (0018213)

James W. Ehrman (0011006)

Robert M. Stefancin (0047184)

M. Logan O'Connor (0100214)

WHITMER & EHRMAN LLC

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[mlo@weadvocate.net](mailto:mlo@weadvocate.net)

*Attorneys for Mark E. Dottore,  
Receiver*

**NOTICE FOR THE FILING OF OBJECTIONS:**

**PLEASE TAKE NOTICE that this Motion/Application is filed for the purpose of providing information to the parties and other persons interested in these proceedings. Any objection to this Motion/Application must be filed within ten (10) days from the date of service as set forth on the certificate of service. If no response or objection is timely filed, the Court may grant the relief requested without further notice.**

**CERTIFICATE OF SERVICE**

I hereby certify that on November 2, 2022, a true and copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the court's electronic filing system to all parties on the Electronic Mail Notice List. Parties may access this filing through the Court's system.

*/s/ Mary K. Whitmer*  
\_\_\_\_\_

Mary K. Whitmer

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

# EXHIBIT A



**BERKSHIRE HATHAWAY** | Stouffer Realty  
HomeServices

## RESIDENTIAL PURCHASE AGREEMENT

OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Kevin P Labadie and Laura K Labadie hereby offers

2 to buy: 1382 Carey Ave. Akron, Ohio 6710540

3 (Street Address) (Municipality) (Permanent Parcel)  
4 Akron CSD Summit - 44314  
5 (School District) (County) (Post Office) (Zip)

6 (the "Property"), which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION. The Property shall  
7 include the land, all appurtenant rights, including any oil, gas or mineral rights or royalties owned by Seller,  
8 privileges and easements, and all buildings and fixtures in their present condition, including without limitation,  
9 such of the following as are now on the Property: all landscaping; shed; mailbox; all electric, heating, cooling,  
10 plumbing, lighting, and bathroom fixtures; dishwasher; countertop range; wall oven(s); disposal; built-in  
11 microwave; water softener, if not leased; all existing windows, doors, awnings, screens and storm windows; all  
12 ceiling fans; all existing window treatments, shades, blinds, curtain rods and drapery hardware; fireplace grate,  
13 screen and glass doors; wood-burning stove/insert; gas logs; smoke, fire and carbon monoxide detectors;  
14 security system and its controls; generator; automatic garage door opener(s) and its control(s); all tv antennas,  
15 satellite dish and other reception devices and its controls; smart/video doorbells (e.g., Ring); smart thermostats  
16 (e.g., Nest); all permanently attached carpeting; heating fuel tanks, if not leased; heating fuel (less normal  
17 depletion). The following selected items shall also remain:  kitchen refrigerator;  range/oven;  microwave,  
18 (if not built-in);  washer;  dryer;  freezer;  second refrigerator;  dehumidifier;  window/portable air  
19 conditioner(s);  mounted tv(s) and its bracket(s);  gas grill;  swimming pool and its equipment/accessories;  
20  hot tub;  invisible fence, transmitter, collar(s).

21 Other items Included: \_\_\_\_\_

22 Items NOT Included: \_\_\_\_\_

23 **ADDITIONAL TERMS:** \_\_\_\_\_

24  
25  
26  
27  
28 **DURATION OF OFFER:** This Agreement shall be open for acceptance until  AM  PM on  
29 10/07/2022

30 **PRICE:** Buyer shall pay the sum of ..... \$ ~~70,500~~  74,000

31 **EARNEST MONEY** ..... \$ ~~1,000.00~~  2,500

32 Earnest money, whether a check or note, shall be directly deposited with Escrow  
33 Agent, as herein defined, or BHHS Stouffer Realty, within five (5) days of Acceptance,  
34 as herein defined and credited against the purchase price.

35 **Balance** of cash to be deposited with Escrow Agent prior to date of closing ..... \$ ~~69,500~~  71,500

36 **MORTGAGE LOAN** to be obtained by Buyer:  Conventional,  FHA,  VA,  USDA,  Other Cash

37  
38 **Seller shall pay up to \$ \_\_\_\_\_ at closing towards Buyer's closing cost and/or prepaid items**  
39 **subject to Buyer's lender's requirements.**

40  
41  
42 **FINANCING:** Buyer agrees to make written application for the above mortgage loan within 7 days after date of  
43 acceptance; to cooperate fully with the lender's requests for information; and to use good faith efforts to obtain  
44 the loan. If, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement  
45 shall be null and void and Buyer and Seller shall sign a *mutual release* authorizing the return of earnest money  
46 to Buyer without any further liability of either party to the other or to Brokerage(s) or Agent(s), except that Seller  
47 may grant an extension in writing.

48 This page shall serve to replace the main page of the purchase agreement dated 9-29-2022 by buyers

49  
50  
51  
52  
53  
54  
  
Buyer/Date Buyer/Date Seller/Date Seller/Date

55 **ESCROW AND TITLE TRANSFER:** All funds and documents necessary for the completion of this transaction  
56 shall be deposited with Commonwealth Suburban Title Agency, Inc or Chicago Title  
57 (the "Escrow Agent") or Lender on or about 10/28/2022 and the deed shall be recorded on or  
58 about 10/28/2022. EVEREST LAW TITLE STOW CRAWFORD P.C. 945-4100 SEND TO MARIE BARTI  
59

X 10-10-22  
2344  
Crawford  
OH  
44117

60 **POSSESSION:** Seller shall deliver possession and occupancy to Buyer (with all personal property not included  
61 in the sale, trash and debris removed) on or about 5:00 PM on the date of title transfer or 0  
62 days after the date of title transfer, whichever is later. Insurance coverage, payment, and collection of fees for  
63 use and occupancy after title transfer shall be addressed directly between Buyer and Seller, and not by  
64 Brokerage(s) or Agent(s).  
65

66 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if  
67 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
68 mortgage assumed by Buyer, b) such restrictions, conditions, easements (however created) and  
69 encroachments as do not materially adversely affect the use or value of the Property, c) zoning ordinances, if  
70 any, and d) taxes and assessments, both general and special, not yet due and payable.  
71

72 For each parcel of real estate to be conveyed, Seller shall furnish a Commitment for an ALTA Homeowners  
73 Title Insurance Policy. If title to all or part of the parcel(s) to be conveyed is found defective and said defect  
74 cannot be remedied by Seller within thirty (30) days after written notice thereof or Seller is unable to obtain title  
75 insurance against said defect, Buyer may either a) accept title subject to such defect(s) without any reduction  
76 in the purchase price; b) accept title subject to such defect(s) with a negotiated reduction in the purchase price;  
77 or c) terminate this Agreement and Buyer and Seller shall sign a *mutual release* authorizing the return of earnest  
78 money to Buyer without any further liability of either party to the other or to Brokerage(s) or Agent(s).  
79

80 If Seller has transferred all or part of the subsurface mineral, oil or gas rights Buyer may a) accept the property  
81 in its "as is" condition or b) terminate this Agreement and Buyer and Seller shall sign a *mutual release*  
82 authorizing the return of earnest money to Buyer without any further liability of either party to the other or to  
83 Brokerage(s) or Agent(s). Unless expressly reserved by Seller, all payments for any mineral, oil or gas rights  
84 shall belong to Buyer upon title transfer.  
85

86 **TAXES, ASSESSMENTS AND PRORATIONS:** General taxes, maintenance fees, subdivision charges, special  
87 assessments, city and county charges and tenant's rents, collected or uncollected, shall be prorated as of the  
88 date of title transfer, and Seller shall be responsible to pay all such amounts assessed for the period up to the  
89 closing. Buyer assumes responsibility to make inquiry about any unpaid bills that are or can become a lien,  
90 including city water and sewer bills. Taxes and assessments shall be prorated as of closing based upon the  
91 latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently  
92 valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the  
93 millage rate. Buyer and Seller are advised to consult with the county auditor's office about the status of property  
94 taxes and hereby acknowledge that the latest available tax duplicate may not reflect the accurate amount of  
95 taxes and assessments that will be owed. The Escrow Agent is instructed to contact the local government taxing  
96 authority, verify the correct tax value of the Property as of the date of title transfer, and pay the current taxes  
97 owing through the date of title transfer. If the Property being transferred is new construction and recently  
98 completed or in the process of completion at the time this Agreement was signed by Buyer and Seller, Escrow  
99 Agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property  
100 to the date of title transfer and to reserve sufficient funds in escrow from seller's net proceeds to pay those taxes  
101 when they become due and payable. In the event the Property shall be deemed subject to any agricultural tax  
102 recoupment (C.A.U.V.), the amount of such recoupment shall be paid or assumed by  Seller  Buyer  N/A  
103

104 **ESCROW INSTRUCTIONS:** This Agreement shall be used as escrow instructions subject to Escrow Agent's  
105 Standard Conditions of Acceptance of Escrow. If there is any conflict between Escrow Agent's Standard  
106 Conditions of Acceptance of Escrow and this Agreement, the terms of this Agreement shall prevail.  
107

108 Buyer and seller hereby authorize and instruct Escrow Agent to send a copy of the fully signed Closing  
109 Disclosures/HUD-1 Settlement Statements (including Seller & Buyer sides of the sale) to Berkshire Hathaway  
110 HomeServices Stouffer Realty upon title transfer.  
111

112  
KPL BL [Signature] 10/28/22  
Buyer/Date Buyer/Date Seller/Date

113 **SELLER SHALL PAY** the following costs through escrow: a) deed preparation; b) real estate transfer tax; c)  
114 any amount required to discharge any mortgage, lien or encumbrance not assumed by Buyer; d) title exam and  
115 one-half the cost of insuring premium for ALTA Homeowners Title Insurance; e) pro-rations due Buyer; f)  
116 boundary survey, if required by county or property division; g) one-half of the escrow fee (unless VA/FHA  
117 regulations prohibit payment of escrow fees by Buyer in which case Seller shall pay the entire escrow fee); and  
118 h) brokerage commission per listing agreement and if listed with BHHS Stouffer Realty percentage commission  
119 listing plus \$395 flat rate commission per listing. Tenant security deposits, if any, shall be credited in escrow to  
120 Buyer. The Escrow Agent shall withhold \$200.00 or \$\_\_\_\_\_ from Seller's proceeds for payment of final  
121 water and sewer bills. Seller shall pay all utility charges to date of title transfer or date of possession, whichever  
122 is later. If a defect is discovered in any utility main supply lines prior to possession, Seller shall pay all costs for  
123 repair or replacement of same.

124  
125 **BUYER SHALL PAY** the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA  
126 regulations); b) one-half the cost of insuring premium for ALTA Homeowners Title Insurance; c) all recording  
127 fees for the deed and any mortgage(s); d) location or boundary survey, if requested by Buyer; and e) a  
128 commission of \$395.00 to BHHS Stouffer Realty for brokerage services rendered to Buyer if Buyer is  
129 represented by BHHS Stouffer Realty.

130  
131 **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Buyer has received and reviewed Seller's completed *State*  
132 *of Ohio Residential Property Disclosure Form*. Otherwise, Seller agrees to deliver same to Buyer within three  
133 (3) days after Acceptance unless sale of Property is exempt by Ohio Revised Code 5302.30 from use of the  
134 form. Seller agrees to notify Buyer in writing of any changes to *State of Ohio Residential Property Disclosure*  
135 *Form* that arise before title transfer.

136  
137 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that Seller completed the *State of Ohio*  
138 *Residential Property Disclosure Form* unless otherwise stated above. Buyer agrees that Brokerage(s) or  
139 Agent(s) shall not be liable for any representations or omissions of Seller. Buyer also acknowledges and agrees  
140 that Brokerage(s) or Agent(s) has no obligation to verify or investigate the information provided by Seller on that  
141 form. Buyer hereby acknowledges that any representation by Brokerage(s) or Agent(s) regarding square  
142 footage, room sizes, structures, lot dimensions, zoning, homeowner's fees, public and private assessments,  
143 utility bills, taxes and special assessments are approximate and not guaranteed.

144  
145 Buyer assumes responsibility to verify that zoning and restrictions are suitable and acceptable for Buyer's  
146 intended use of Property. Buyer acknowledges that neither Brokerage(s) nor its Agent(s) have made any  
147 representations, warranties or agreements, expressed or implied, including any representation that: a)  
148 basement, crawl space, or slab area does not incur seepage, leakage, dampness, or standing water; b) heating,  
149 cooling, plumbing, or electrical system(s) or any built-in appliance is in good working condition or completely  
150 functional; c) roof is weather tight and/or structurally sound; d) structure is free from insect infestation, mold,  
151 lead paint, or lead paint hazards; e) water supply or septic system, if any, is not deficient in any respect; f) radon,  
152 UREA-Formaldehyde Foam or asbestos insulation, or any toxic substance is not present or any environmental  
153 issues; or g) Property has any particular value.

154  
155  
156 **INSPECTION(S):** This Agreement shall be subject to the following inspection(s) by a licensed (where  
157 applicable) inspector(s) of Buyer's exclusive choice within the specified number of days from Acceptance.  
158 Buyer agrees that Buyer assumes sole responsibility to select and retain an inspector for each requested  
159 inspection and releases Brokerage(s) and Agent(s) from any and all liability regarding selection or retention of  
160 inspector(s). Buyer understands that all real property and improvements may contain defects and conditions  
161 that are not readily apparent and which may affect a property's use or value. Buyer and Seller agree that  
162 Brokerage(s) and Agent(s) do not guarantee or in any way assume responsibility for Property's condition. Buyer  
163 acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of  
164 Buyer's inspector(s) and Seller about the Property, including its systems and conditions.

165  
166 Seller will promptly provide Buyer with copies of any notices owed by Seller regarding health, safety, building  
167 code or any other legal compliance issues, including any building code or health violations.  
168 Seller shall be responsible for obtaining and paying for any municipal, county, or other governmental point-of-  
169 sale inspections and for repairing any violations at Seller's cost. Seller agrees to deposit into escrow such  
170 disclosures or municipal point of sale inspections.

171  
[Signature] Buyer/Date [Signature] Buyer/Date [Signature] Seller/Date [Signature] Seller/Date

172 Inspections required by any state, county, local government, or FHAVA do not necessarily eliminate the need  
 173 for the inspections listed below.  
 174

175 **If Buyer does not elect inspections, Buyer acknowledges that Buyer is acting against the advice of**  
 176 **Brokerage and Agent(s).**  
 177

178  
 179 *AS IS WHERE IS*  
 180

Choice	Inspections	Days from Acceptance	Expense	
			BUYER	SELLER
181 Yes				
182 <input checked="" type="checkbox"/>	GENERAL HOME	<u>7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
183 <input type="checkbox"/>	SEPTIC SYSTEM	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
184 <input type="checkbox"/>	WATER POTABILITY	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
185 <input type="checkbox"/>	WELL WATER FLOW RATE	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
186 <input type="checkbox"/>	RADON	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
187 <input type="checkbox"/>	PEST/WOOD DESTROYING INSECTS	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
188 <input type="checkbox"/>	LEAD-BASED PAINT	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
189 <input type="checkbox"/>	MOLD	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
190 <input type="checkbox"/>	OTHER (specify) _____	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
191 <input type="checkbox"/>				

192  
 193  
 194 If any of the above inspectors performing any inspection indicated "yes" recommend additional inspections,  
 195 then the inspection period relating to that specific inspection shall be extended an additional seven (7) days.  
 196

197 **LIMITATION OF REMEDIES:** Within three (3) days after receipt of report of last inspection, Buyer shall elect  
 198 one of the following:  
 199

- 200 a. Accept the Property in its "AS IS" present physical condition; sign an *Amendment to the Residential*  
 201 *Purchase Agreement* removing the inspection(s) contingency(is); and proceed with this Agreement in full  
 202 force and effect. **OR**
- 203 b. Deliver copies of all inspection reports to Seller along with an *Amendment to the Residential Purchase*  
 204 *Agreement* ("Repair Amendment") identifying the conditions or defects to be repaired at Seller's expense.  
 205 Within two (2) days of the receipt of the Repair Amendment, Seller shall either (i) accept by signing the  
 206 Repair Amendment as prepared and returning it to Buyer or (ii) notify Buyer in writing that Seller will not  
 207 accept the Repair Amendment as prepared. If Seller does not accept the Repair Amendment as prepared,  
 208 the parties shall have a three (3) day period following receipt of Seller's written notification to negotiate  
 209 in good faith modifications to the  
 210 terms of the Repair Amendment. If the parties are unable to reach agreement as to any modified terms of  
 211 the Repair Amendment during this three (3) day period, Buyer shall then have two (2) days thereafter to  
 212 either (i) accept the property "as is" without any repairs being made by Seller or (ii) to terminate this  
 213 Agreement, in which case Buyer and Seller shall sign a Mutual Release authorizing the return of the  
 214 earnest money to Buyer without any further liability of either party to the other or to Brokerage(s) or  
 215 Agent(s). Any repairs agreed upon in the Repair Amendment are to be done in a professional manner by  
 216 a qualified contractor with all necessary permits obtained and shall be completed no less than five (5) days  
 217 prior to the date of title transfer, unless otherwise agreed. At the time of the completion of the repairs, Seller  
 218 shall provide Buyer with the originals of all estimates, invoices, paid receipts, permits or other documents  
 219 received in connection with the repairs set forth in the Repair Amendment and Buyer shall have two (2)  
 220 days after receipt of these documents to confirm that the repairs were done in conformity with the terms of  
 221 the Repair Amendment. **OR**
- 222 c. Terminate this Agreement. If Buyer elects to terminate this Agreement based upon material latent defect(s)  
 223 in the Property, Buyer agrees to provide Seller written inspection report(s) pages identifying the condition(s)  
 224 and Buyer and Seller shall sign a *mutual release* authorizing the return of earnest money to Buyer without  
 225 any further liability of either party to the other or to Brokerage(s) or Agent(s).

226 Buyer and Seller may agree in writing to extend the dates for inspection(s) and/or repair(s). Seller agrees to  
 227 provide reasonable access to the Property for Buyer to review and approve any conditions repaired by Seller.  
 228  
 229  
 230  
 231

*KPL* Buyer/Date   
  *LKL* Buyer/Date   
  *[Signature]* Seller/Date   
  *[Signature]* Seller/Date

232 **LIMITED HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Policies are available; have  
233 deductibles payable by Buyer; may not cover pre-existing defects; have options available for an additional fee;  
234 and have items excluded from coverage.

235 Buyer  does  does not elect to secure a Limited Home Warranty Plan issued by  
236 \_\_\_\_\_ The cost of \$ \_\_\_\_\_ shall be paid by  Buyer  Seller through escrow.  
237

238 **WALK THROUGH:** Buyer shall have the right to walk through the Property on or about three (3) days prior to  
239 the date of title transfer solely for verifying the Property is in the same or similar condition, absent normal wear  
240 and tear, that it was at the time of Acceptance. Buyer acknowledges and agrees that no issues may be raised  
241 at the time of the walk-through with respect to any condition of the Property in existence at the time of Buyer's  
242 initial viewing or inspection of it. If there is a material adverse change in the Property's condition at the time of  
243 the walk-through, then Buyer shall promptly notify Seller and Escrow Agent in writing. Thereafter, the parties  
244 shall mutually agree in writing upon an amount to be either: (1) held in escrow from Seller's proceeds pending  
245 correction of the material adverse change; or (2) credited to Buyer through escrow at title transfer.  
246

247 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent (10%) of  
248 purchase price prior to title transfer, Buyer may either a) accept insurance proceeds for said damage and  
249 complete purchase of the Property or b) terminate this Agreement and Buyer and Seller agree to sign a *mutual*  
250 *release*. Upon signing of a *mutual release* by Buyer and Seller, the earnest money deposit shall be returned to  
251 Buyer without any further liability of either party to the other or to Brokerage(s) or Agent(s). If such damage is  
252 less than ten percent (10%) of purchase price, Seller shall restore the Property to its prior condition and Buyer  
253 agrees to complete purchase of the Property.  
254

255 **MEGAN'S LAW:** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's Sex  
256 Offender Notification Law. Buyer acknowledges that the information disclosed may no longer be accurate.  
257 Buyer agrees to assume responsibility to inquire with the local sheriff's office for additional information. Buyer  
258 agrees to rely solely on Buyer's own inquiries as to registered sex offenders and has not and will not rely on  
259 Brokerage(s) or Agent(s) involved in the transaction.  
260

261 **EARNEST MONEY:** In the event of a dispute between Buyer and Seller regarding disbursement of earnest  
262 money, Buyer and Seller acknowledge and agree that such funds are held until (a) written instructions signed  
263 by Buyer and Seller specifying how the earnest money is to be disbursed or (b) a Final court order that  
264 specifies to whom the earnest money is to be paid. If within two (2) years from the date the earnest money was  
265 deposited, Buyer and Seller have not provided such signed instructions or written notice that such legal action  
266 to resolve the dispute has been filed, Buyer and Seller hereby agree that the earnest money shall be returned  
267 to Buyer with no further notice to Seller.  
268

269 Upon title transfer, Brokerage shall have the right to apply earnest money held by Brokerage towards  
270 Brokerage's earned real estate commission.  
271

272 **EARNEST MONEY RECEIPT:** Receipt is hereby acknowledged of a \$ 1,000.00 \$2,500.00 earnest money  
273  check  note payable to Mark Dottore subject to the terms of this Agreement.  
274

275 **ADDENDA:** The terms and conditions of all such addenda or attachments shall supersede any conflicting terms in this  
276 Agreement. The following Addenda are made part of this Agreement:  State of Ohio Agency Disclosure Form;  
277  State of Ohio Residential Property Disclosure Form;  Federal Lead-Based Paint Disclosure Form (required if  
278 built before 1978);  VA/FHA Addendum;  ~~Affiliated Business Arrangement Disclosure Statement~~;  Escalation  
279 Clause;  Secondary Offer Addendum;  Septic;  Short Sale Addendum;  HOA/PUD Addendum;  Limited  
280 Home Warranty Form;  Other (specify) As-IS Addendum A, Residential Property Exemption form  
281

282 **BINDING AGREEMENT:** "Acceptance" shall occur when the latter of the parties signs this Agreement without  
283 making any material change and then delivers either written notice of such signatures/initials to the other party  
284 or the other party's Agent. Upon Acceptance, this Agreement and all attachments and addenda shall become  
285 a legally binding agreement upon Buyer, Seller and their heirs, executors, administrators and assigns and shall  
286 represent the entire understanding of the parties regarding this Agreement. All changes to this Agreement shall  
287 be in writing and signed and/or initialed by all parties. Facsimile, scanned, and/or electronic signatures and  
288 initials of the parties shall be deemed binding and valid. For purposes of this Agreement, "days" are defined as  
289  
290  
291  
292

KPL 10/04/22  
KPL 10/04/22  
[Signature] 10/04/22  
[Signature] 10/04/22  
[Signature] 10/04/22

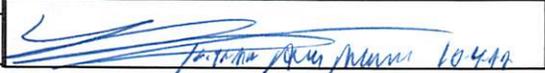
KPL  
 KPL  
 [Signature]  
 [Signature]

293 calendar days. If Buyer or Seller is an entity other than an individual, then the representative signing this  
294 Agreement on behalf of Buyer or Seller represents and warrants that he or she has full authority to bind the  
295 entity. Seller represents and warrants that all persons owning any interest in the Property (including any dower  
296 interest) have signed below.  
297  
298  
299

300 **This Agreement is a legally binding contract. Buyer and Seller have received, read, understand, agreed,**  
301 **and signed this Agreement on dates indicated as to each. Brokerage(s) and Agent(s) cannot provide**  
302 **legal or tax advice. You are advised to consult an attorney and/or other professionals.**  
303

304 BUYER Kevin P Labadie dotloop verified 09/29/22 9:16 PM EDT QLWW-1NVP-WYUX-SEEN BUYER Laura K Labadie dotloop verified 09/29/22 9:18 PM EDT 5XXX-NORE-NSGB-QUNH  
305 Print Name Kevin P Labadie Print Name Laura K Labadie  
306 Date \_\_\_\_\_ Date \_\_\_\_\_  
307

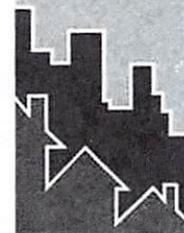
308 **ACCEPTANCE: Seller accepts the above offer.**

309  
310 SELLER  SELLER \_\_\_\_\_  
311 Print Name Mark Dottore Print Name \_\_\_\_\_  
312 Date 10-4-22 Date \_\_\_\_\_  
313

314 BHHS Stouffer Realty License #2010001109  
315 Selling Brokerage's Name and License Number Listing Brokerage's Name and License Number  
316 Jason Weitzel and Nikki Alden 2022001452/2006004213 David Sarver  
317 Selling Agent's Name and License Number Listing Agent's Name and License Number  
318 jweitzel@stoufferrealty.com 3307348117 david@sarverteam.com  
319 Selling Agent's Email and Phone Listing Agent's Email and Phone

# Residential Property Disclosure Exemption Form

Established in 1910



**O H I O**  
ASSOCIATION  
OF REALTORS

### To Be Completed By Owner

Property Address:

1382 Carey Ave, Akron, OH 44314

Owner's Name(s):

Mark Dottore, Receiver for AEM Services LLC

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

**ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.**

### OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: AEM SERVICES MARK DOTTORE Receiver

Date: \_\_\_\_\_

Owner: [Signature]

Date: 9-14-12

### BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: Kevin P. Labadie

Date: \_\_\_\_\_

Buyer: Laura K. Labadie

Date: \_\_\_\_\_

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

**AS-IS Addendum A (Mark Dottore, Receiver)**

---

**ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT**

Address: 2012 Delaware Ave, Cincinnati OH 45212 (PPN 651-0053-0146-00)  
(the "**Property**")  
Buyer: Kevin P Labadie and Laura K Labadie or Assign  
Seller: **Mark E. Dottore, as Receiver in the matter of *Longo v. The AEM Services, LLC, et. al.*, Summit County Court of Common Pleas Case No. CV-2022-05-1754 (the "Seller" or "Receiver")**

Buyer is aware that Seller has been appointed by the Summit County Court of Common Pleas (the "**State Court**") to liquidate the Property and that Seller is selling and Buyer is buying the Property in an "**AS-IS**" CONDITION WITHOUT REPRESENTATION AND/OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given reasonable opportunity to inspect and investigate the Property and all improvements thereon, including but not limited to, electrical, plumbing, heating, air conditioning, sewerage, septic, roof, foundation, soils and geology, water and retaining walls, lot size and suitability of the Property and/or its improvements for particular purposes, and that appliances, if any, plumbing, and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or Federal statutes, codes and ordinances. The closing of this transaction shall constitute an acknowledgement by the Buyer that the **PROPERTY AND THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.** This sale is exempted from the use of the Ohio Property Disclosure Form (*See O.R.C. § 5302.30(B)(2)(a)*).

This sale is subject to the approval of the Summit County Court of Common Pleas. The closing of the transaction shall occur as soon as possible, but in any event, within 30 days after the issuance of a final order authorizing the sale of the Property that is not subject to a stay.

In the event a conflict occurs between the terms of the sale in the Buyer's offer and this Addendum, then this Addendum shall control.

Point of Sale Inspection or City Violations: Buyer assumes responsibility for all building code violations and shall obtain necessary Occupancy permits as required by any municipality and shall escrow necessary funds required by said City or lender.

Seller shall deliver the Property vacant and free of any tenants. In the event an eviction is required, closing will be delayed up to 30 days to accommodate same.

**This property to be sold As-Is/Where-Is.**

<p>Earnest money to be made payable to and held by Seller, Mark Dottore-Receiver for AEM Services LLC Mail check to: Mark Dottore Dottore Companies, LLC 2344 Canal Rd. Cleveland, OH 44113-2535</p>
--

Stephen Crawford  
Everest Land Title Agency Ltd.  
2820 Key Tower, 127 Public Square, Cleveland, OH 44114  
(Direct) 216-750-6155 | (O) 866-945-4200 | (M) 216-470-3871 | (F) 866-945-4292  
scrawford@everestland.com | everestland.com

**Time is of the essence.**

This contract is not contingent upon the sale of any other real estate. Buyer represents that he/she is in receipt of all funds necessary to close this transaction per the Purchase Agreement.

Dated: \_\_\_\_\_, 2022

Dated: September 21, 2022

 dotloop verified  
09/29/22 9:25 PM EDT  
WLC1-L4RU-WYEK-R3WN

\_\_\_\_\_ or Assign

 dotloop verified  
09/29/22 9:43 PM EDT  
11U9-9KYV-DVOX-YLFJ



Mark E. Dottore, as Receiver in the matter of *Longo v. The AEM Services, LLC, et. al.*, Summit County Court of Common Pleas Case No. CV-2022-05-1754

rev 08-23-2022

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
 \_\_\_\_\_  
 unknown

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below): unknown

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
 \_\_\_\_\_  
 unknown

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. unknown

**Purchaser's Acknowledgment (initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

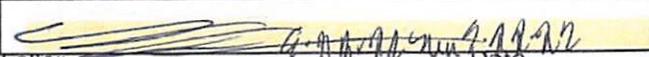
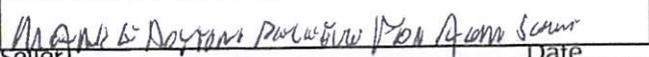
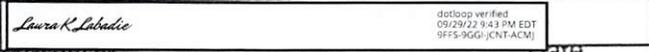
(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 Seller Date: 9-29-22	 Seller Date: 9-29-22
 Purchaser Date: 9/29/22 9:25 PM EDT FGCG-GAWD-ZXZ-4LN	 Purchaser Date: 9/29/22 9:43 PM EDT 9FF5-9GGJ-JNT-ACM
 Agent Date: 08/15/22 10:05 AM EDT OCJL-KSJK-WHR-HYD	 Agent Date: 09/29/22 8:15 PM EDT SQJF-USDS-XTAH-WWUL
 Notary Public for West Virginia	

# EXHIBIT B

## ISSUING AGENT:



Everest Land Title Agency Ltd.  
Attn: Stephen J. Crawford, Esq.  
2820 Key Tower  
127 Public Square  
Cleveland OH 44114-1249  
(866)-945-4200  
[scrawford@everestland.com](mailto:scrawford@everestland.com)

*Insuring boundaries...  
expanding territories*

<http://everestland.com>

## LIMITED LIEN SEARCH

This is neither a Policy of Title Insurance  
Nor is it a Title Guaranty

Furnished For: Mark Dottore  
Everest File No.: 22-OH-8576  
Effective Date: September 2, 2022

The following is a limited abstract of title showing the documents which appear of record in the Summit County, Ohio records since April 19, 2022, and affecting the following parcel of real estate. Subject to any conflicts in boundary lines, or discrepancies that would be revealed by an accurate survey, the land referred to in this report is that land more fully described in the deed(s) set forth below.

<b>Property Address:</b>	1382 Carey Avenue, Akron, Ohio 44314
<b>County:</b>	Summit
<b>Parcel Number:</b>	6710540
<b>Title In The Name(s) Of:</b>	AEM Productions, LLC
<b>Transfer Information:</b>	AEM Productions, LLC, the grantee, acquired title by Warranty Deed from Michael Bralek, Jr., an unmarried person, the grantor, filed April 19, 2022 as Instrument No. 56733533 of Summit County, Ohio records.
<b>Matters of Record/Tax Status:</b>	<ol style="list-style-type: none"><li>1. OPEN-END MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING from AEM Productions, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company, in the amount of \$108,000.00, dated April 19, 2022, filed April 19, 2022 as Instrument No. 56733534, Summit County, Ohio records.</li><li>2. UCC Financing Statement showing AEM Productions, LLC (as "Debtor"), and FTF Lending, LLC (as "Secured Party"), filed April 19, 2022 as Instrument No. 56733535, of Summit County, Ohio records.</li><li>3. Summit County Court of Common Pleas Case No. CV-2022-05-1754, Christopher Longo vs The AEM Services, et al., Cognovit Action, filed May 27, 2022, in the amount of \$3,165,500.00.  NOTE: Order appointing receiver, Mark E. Dottore, filed June 22, 2022.</li><li>4. Summit County Common Pleas Case No. CV-2022-07-2228, Sheryl Maxfield, Director, State of Ohio Department of Commerce, Plaintiff, vs. Mark Dente, et al, Defendant, Preliminary Injunction, filed July 1, 2022.  Agreed Judgment Granting Injunctive Relief, filed August 15, 2022.</li><li>5. TAXES AND ASSESSMENTS 2021 Tax Duplicate for Parcel Number 6710540, in the name of Michael Bralek, Jr. The first half tax in the amount of \$672.58, including current assessments, if any, is PAID. The second half tax in the amount of \$611.43, including current assessments, if any, is PAID. Total due to bring taxes</li></ol>

	<p>current, including current tax due assessments, delinquencies, penalties and interest, if any, is NONE.</p> <p>Said premises benefit from current homestead reduction in the annual amount of \$569.90, of which is included in the taxes for the year of 2021.</p> <p>Said premises are subject to a special assessment for MO3 STREET LIGHT &amp; SWEEPING in the annual amount of \$113.76 which has been included in the taxes for the year of 2021</p> <p>Assessed Values: Land: \$5,370, Building: \$20,410, Total: \$25,780.</p> <p>Taxes for the year of 2022 and thereafter are undetermined, and a lien, but not yet due and payable. Subject to any change in valuation of the Land by taxing authorities (and/or related legal or administrative proceedings and decisions) subsequent to Date of Policy which may result in an increase in taxes due in current or subsequent tax periods, or which results in additional amounts due for past periods based upon retroactive revaluation. No liability is assumed by the company for uncertified taxes or tax increases occasioned by real estate tax complaints, real estate tax appeals, revaluation for any reason (whether retroactive or otherwise), change in land usage, or loss of any homestead exemption status for insured premises. Additions or abatements which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation. Exception is hereby taken for all board of revision cases, complaints, counter-complaints and appeals affecting title. The insured is hereby cautioned to make inquiry into current tax status. Further subject to the right of a governmental authority to collect any transfer or conveyance tax that would have been due upon the current transfer had it been registered as a non-exempt transfer of record title.</p>
<b>Legal Description:</b>	See Vesting Deed

The information in the foregoing Abstract of Title was collated from the records of Summit County, Ohio. The foregoing contains every instrument of record as shown in the respective indexes to said County records since the date of the last deed of record on April 19, 2022.

This abstract of title represents a limited search of County records only. This abstract does not purport to convey any information about the subject property prior to its start date. This abstract neither expresses an opinion about the title searched nor insures the quality of the owner's title nor the priority of any lien, nor is it a guaranty of the record title.

**NOTE:** The information provided herein, including any lot dimensions shown, is derived solely from public records. While this information is usually reliable, it is not insured or guaranteed. This report is not the result of a full title examination. A title insurance commitment requires a full title examination and current survey.

**LIMITATION OF LIABILITY**

**THE INFORMATION SET FORTH ABOVE IS INTENDED ONLY FOR THE PARTY NAMED ABOVE AND MAY NOT BE RELIED UPON BY ANY OTHER PARTY. UNDER NO CIRCUMSTANCES SHALL EVEREST LAND TITLE AGENCY LTD. BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE CONSIDERATION ACTUALLY PAID FOR THIS REPORT.**

EXHIBIT C

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

CHRISTOPHER LONGO, ) CASE NO. CV-2022-05-1754  
 )  
Plaintiff, ) JUDGE PATRICIA A.  
 ) COSGROVE  
v. )  
 )  
THE AEM SERVICES, LLC, *et. al.*, )  
 )  
Defendants. )

---

ORDER GRANTING MOTION/APPLICATION OF MARK E. DOTTORE,  
RECEIVER OF THE AEM SERVICES, LLC, FOR AN ORDER  
AUTHORIZING THE SALE OF REAL PROPERTY FREE AND CLEAR OF  
ALL LIENS, ENCUMBRANCES, CLAIMS, AND OTHER INTERESTS AND  
TRANSFERRING INTERESTS TO THE PROCEEDS OF SALE PENDING  
FURTHER DISPOSITION OF THE COURT

1382 CAREY AVENUE, AKRON, OH 44314  
PPN: 6710540

---

This matter is before the Court on the Motion of Mark E. Dottore, Receiver (the “**Receiver**”) of The AEM Services, LLC (the “**Receivership Entity**”) for an Order Authorizing the Sale of Real Property Free and Clear of All Liens, Encumbrances, Claims, and Other Interests and Transferring Interests to the Proceeds of Sale (the “**Sale Motion**”). The Sale Motion seeks the entry of an Order: (i) authorizing the sale of the real property located at 1382 Carey Avenue, Akron, OH 44314 (PPN:6710540) (the “**Property**”) to Kevin P. and Laura K. Labadie or assign (the “**Buyer**”) consistent with the terms of a Residential Purchase Agreement (the “**Purchase Agreement**”) which was attached to the Sale Motion and incorporated therein; (ii) determining and directing that the sale of the

Property is free and clear of all mortgages, pledges, security interests, liens, encumbrances, claims, charges, and any other interests of any kind or type whatsoever (the “**Encumbrances and Interests**”); (iii) transferring the Encumbrances and Interests to the Sale Proceeds (as hereinafter defined) in the same priority and to the same extent that they are found to be valid, enforceable, and unavoidable; (iv) authorizing the Receiver to pay certain expenses of the sale out of the proceeds derived from the sale transaction (the “**Sale Proceeds**”); and (iv) granting such other and further relief as is warranted in the circumstances.

Accordingly, the Court having reviewed the Sale Motion, the Purchase Agreement, the Limited Lien Search, and having considered the representations made therein and other statements of parties with respect to the proposed sale of the Property pursuant to the terms and conditions of the Purchase Agreement (the “**Sale**”),

IT IS HEREBY FOUND AND DETERMINED THAT:

1. All capitalized terms not defined herein shall have the same meaning as set forth in the Sale Motion; and
2. This Court has jurisdiction to hear and determine the Sale Motion; and
3. Notice of the Sale of the Property was provided to all persons identified in the Certificates of Service as having an interest in the Sale or the Property; and
4. Proper, timely, adequate, and sufficient notice of the Sale Motion and the proposed Sale has been provided to all Interest Holders and all other interested parties; and

5. This Court has the authority to approve a Sale of the Property free and clear of all Encumbrances and Interests, and to transfer the Encumbrances and Interests to the proceeds derived from the Sale; and

6. Those holders of any Encumbrances and Interests in the Property who did not object or respond to the Sale Motion are deemed to have consented to the Sale; and

7. Those holders of any Encumbrances and Interests in the Property who accepted service of the Sale Motion via email who did not file an objection to the Sale Motion are deemed to have consented to it; and

8. The Receiver has demonstrated that approval of the Sale Motion and consummation of the Sale is in the best interests of the Receivership Estate and its creditors. The Receiver has advanced good and sufficient business justification supporting the sale of the Property as set forth in the Sale Motion, and it is a reasonable exercise of the Receiver's business judgment to consummate a sale of the Property on the terms and conditions set forth in the Purchase Agreement, and to execute, deliver and perform its obligations thereunder. Sound business judgment includes, but is not limited to, the fact that there is a risk of immediate and irreparable loss of value of the Property if the Sale is not consummated and the consummation of the transaction contemplated under the Purchase Agreement presents the best opportunity to realize the value of the Property to avoid further decline and devaluation thereof; the sale is at arm's length; and the Receiver has exercised reasonable diligence and good faith judgment; and

9. The purchase price to be paid is the highest and best offer received for the Property. It represents the highest in terms of money offered for the Property and allows the Receiver the best opportunity to liquidate the remaining assets of the Receivership Estate for the benefit of the creditors of the estate. The sale is consistent with good business judgment; and

10. The consideration to be paid for the Sale constitutes adequate and fair value for the Property and the terms and conditions of the Purchase Agreement are fair and reasonable under the laws of the State of Ohio, including Ohio Revised Code § 2735.04(D).

11. The Sale was non-collusive, fair and reasonable and conducted in good faith. The Receiver does not have an interest in the Buyer, or any party affiliated with the Buyer.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED THAT:**

12. The Sale of the Property is approved and authorized on terms consistent with those in the Purchase Agreement and the Sale Motion, and the rights of all Interest Holders to assert their Encumbrances and Interests against the Sale Proceeds (and only the Sale Proceeds) are preserved. No part of the Sale Proceeds shall be disbursed without further order of this Court.

13. Any objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.

14. The Receiver is hereby authorized and directed to fully perform under and consummate the Sale under the Purchase Agreement, to implement the Purchase Agreement and to take all further actions as may reasonably be requested for the purpose of transferring, granting, conveying, or conferring the Property.

15. As of the closing of the Sale of the Property, the transfer of the Property to the Buyer shall be a legal, valid, enforceable, and effective transfer of the Property, and shall vest the Buyer with all right, title, and interest in the Property free and clear of all Encumbrances and Interests.

16. Except as may be expressly permitted by the contemplated Purchase Agreement, all persons and entities holding Encumbrances and Interests, including any party asserting an Encumbrance or Interest in the Property, are hereby barred from asserting such Encumbrances and Interests against the Buyer, their successors or assigns, or the Property.

17. Proper, timely, adequate, and sufficient notice of the proposed Sale has been provided and no other or further notice is required.

18. The foregoing notwithstanding, the provision of this Order authorizing the Sale of the Property free and clear of all Encumbrances and Interests shall be self-executing, and notwithstanding the failure of the Receiver, the Buyer, or any other party to execute, file or obtain releases, discharges, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof or the contemplated Purchase Agreement with respect to the Sale of the Property.

19. The Encumbrances and Interests be divested from the Property and then transferred to the Sale Proceeds in the same priority and to the same extent that they are found to be valid, enforceable, and unavoidable; except that to the extent that any real estate taxes are not yet due and payable, the lien for said taxes shall survive the sale and remain attached to the Property.

20. This Order shall be binding upon and govern the acts of all persons and entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons or entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report to or insure title or state of title in or to any of the Property.

21. From and after entry of this Order, before the closing of the Sale, no creditor or other party in interest shall assert any Encumbrances and Interests or take any legal or other actions relating to the Property against Buyer, its principals, or the Property.

22. The Receiver is hereby authorized to execute such other documents as are necessary or desirable to implement this Order.

23. This Court shall retain jurisdiction (i) to enforce and implement the terms and provisions of the Purchase Agreement, any waivers and/or consents thereunder and any other agreements executed in connection therewith, (ii) to

resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, and (iii) to interpret, implement and enforce the provisions of this Order.

24. This Order is a final Order and there is no just reason for delay.

**IT IS SO ORDERED.**

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**JUDGE PATRICIA A. COSGROVE**

Prepared by:

*/s/ Mary K. Whitmer*

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