

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, <i>et. al.</i> ,)	
)	
Defendants.)	

MOTION/APPLICATION OF THE RECEIVER FOR AUTHORITY TO
SELL REAL PROPERTY 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

1826 GANYARD ROAD, AKRON, OHIO 44313
PPN 67-07229

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 1826 Ganyard Road, Akron, Ohio 44313, (PPN 67-07229) (the “Property”) to Karen Little or an assignee identified by her (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 Case¹. (and thereby expanded the Receivership to

¹ 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.

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:

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:

(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 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 1826 Ganyard Road, Akron, Ohio 44313, (PPN 67-07229). 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 Joumana Takla, a licensed real estate broker at Howard Hanna, who is the Buyer's broker. The Receiver is not represented by a licensed broker.² The

² At the time of the Receiver's appointment, the Property was listed by Anthony Dente. The Receiver advised Anthony Dente's attorney that Mr. Dente could not act as the Receiver's broker and would not be compensated.

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 \$210,000.

**Liens and Lien
Priorities**

11. Attached to this Motion as Exhibit B is a Preliminary Judicial Report (the "PJR") dated June 23, 2022 and prepared by Old Republic National Title Insurance Company ("Old National"). On August 19, 2022, the PJR was filed in the Foreclosure Case (as hereinafter defined). Additionally, attached to this Motion as Exhibit C is an Updated Lien Report ("Lien Report") which was prepared by Everest Land Title Agency, Ltd. ("Everest"). The PJR and Lien Report indicate 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, an Ohio Limited Liability Company, to FTF Lending, LLC, a Delaware Limited Liability Company, in the amount of \$138,000.00, dated March 21, 2022, filed on March 22, 2022, as Instrument No. 56726582, in the County Recorder's Office.

- B) UCC Financing Statement filed against AEM Productions, LLC, in favor of FTF Lending, LLC, filed March 22, 2022, as Instrument No. 5672683 in the County Recorder's Office.
- C) Affidavit for Mechanics Lien in favor of HCS Home Improvement, Inc., *dba* American Stone encounters vs AEM Services LLC and/or AEM Productions, LLC in the amount of \$2,485.00 plus interest, penalties, and court costs, filed June 9, 2022, as Instrument No. 56745454 in the County Recorder's Office.
- D) Mechanic's Lien Affidavit in favor of The Sherwin-Williams Company vs AEM Productions, LLC in the amount of \$2,572.96 plus interest, penalties, and court costs, filed June 10, 2022, as Instrument No. 56745819 in the County Recorder's Office.
- E) Pending Foreclosure Case No. CV-2022-08-2821, (the "Foreclosure Case") FTF Lending, LLC (as "Plaintiff") v. AEM Productions, LLC et. al., (as "Defendant(s)"), filed August 19, 2022, in the Court of Common Pleas of Summit County.
- F) Pending Civil Suit Case No. CV-2022-07-2228, Sheryl Maxfield (as "Plaintiff") v. Mark Dente et. al., (as "Defendant(s)") filed July 1, 2022, in the Court of Common Pleas of Summit County.

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 customary real estate broker fees to Howard Hannah (and only Howard Hanna) (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 D, 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: October 7, 2022

Respectfully submitted,

/s/ Mary K. Whitmer

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*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

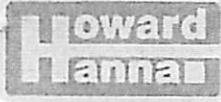
I hereby certify that on October 7, 2022, a true and copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the court's electronic filing system to all parties on the Electronic Mail Notice List. Parties may access this filing through the Court's system.

/s/ Mary K. Whitmer

Mary K. Whitmer

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

EXHIBIT A



Real Estate Mortgage Title Insurance

PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 BUYER: Karen Little offers to buy the

2 PROPERTY: located at 1826 Ganyard Rd

3 City Akron, Ohio, Zip 44313 Permanent Parcel No(s) 6707229

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,
9 smoke detectors, garage door opener(s) and all controls; all attached wall-to-wall carpeting. The following selected
10 items shall also remain: [] satellite dish; [] countertop range; [] range; [] wall oven;
11 [] microwave; [] kitchen refrigerator; [] second refrigerator; [] dishwasher; [] washer; [] dryer; [] window air
12 conditioner(s); [] through the wall air conditioners; [] gas grill; [] fireplace tools; [] screen, [] glass doors and
13 [] grate; [] all existing window treatments; [] ceiling fan(s); [] wood burner stove inserts; [] gas logs; and
14 [] water softener (do not check if leased); [] humidifier; [] dehumidifier; [] security system; [] freezer;
15 [] indoor grill; [] mailbox and [] invisible fence, transmitter, collar(s).

16 Additional Items to be included:

18 Items Excluded:

20 SECONDARY OFFER: This [] is [x] is not a secondary offer. This secondary offer, if applicable, shall become a
21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
22 (Date). BUYER shall have the right to terminate this secondary offer at any time prior
23 to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the
24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
25 within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application, loan
26 approval, deposit of funds and documents, title transfer and possession.

27 PRICE: BUYER shall pay the sum of \$ 210,000
28 Payable as follows:

29 Earnest money in the form of a check, paid to/deposited with (check one)
30 [] Listing Broker [] Buyers' Broker or [x] Charlie Dottore Receiver I
31 and credited against the purchase price \$ 1,800
32 The check shall be deposited immediately upon acceptance
33 of a binding Agreement as defined below on lines 263-272

34 Additional Funds to be deposited in escrow \$ 10,000

35 BUYER [x] will [] will not (check one) meet down payment requirement
36 in cash, without regard to the sale and/or closing of any other real property

37 Mortgage loan to be obtained by BUYER \$ 198,200
38 [x] CONVENTIONAL, [] FHA, [] VA [] OTHER

40 FINANCING: This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within
43 5 days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts
44 to obtain the Loan and shall obtain a commitment for the Loan on or before 08/31/2022. If, despite
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Property Address: 1826 Ganyard Rd, Akron, OH 44313

48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S
50 lending institution or a title company on or before 09/29/2022, and the deed shall be recorded on or
51 about 09/30/2022, except that if a defect in title appears, SELLER shall have thirty (30) days
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,
54 SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and SELLER agree to sign
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 4:00 (time) [] a.m. [X] p.m.
57 0 day(s) after recording of the deed or 9/30/2022, whichever is later. Subject to BUYER'S rights, if any, the
58 premises may be occupied by the SELLER free for () days and an additional
59 () days at a rate of \$ per day provided, however, that under no circumstances shall SELLER occupy
60 premises beyond (date). Payment and collection of fees for use and occupancy after transfer of title
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. Seller
69 shall furnish an OTIP from Erie Title Barriers Group or Ohio Real Title
70 as agreed to by the parties, in an amount of the purchase price.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER [X] does elect [] does not elect
73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of
74 \$ 425 shall be paid by [] SELLER [X] BUYER through escrow.

75 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
76 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated
77 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is
78 currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the
79 millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value
80 of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property
81 being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT
82 was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the
83 value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net
84 proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to
85 release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor that the taxes on
86 the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest
87 available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees
88 to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet
89 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
90 or assessments, public or private, except the following:

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then
92 [] BUYER [X] SELLER agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions
95 of acceptance and this Agreement, the terms of this Agreement shall prevail.

96 SELLER shall pay the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-303 below; and g)
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or
102 date of possession, whichever is later. The escrow agent shall withhold \$ 150 from the proceeds due SELLER
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

[Signature] 10/7/22
SELLERS' INITIALS AND DATE

[Signature]
BUYERS' INITIALS AND DATE

Property Address: 1826 Ganyard Rd, Akron, OH 44313

104 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VAFHA
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees
106 for the deed and any mortgage, and d) a commission of \$325.00 to Howard Hanna for brokerage services rendered
107 to the BUYER. BUYER shall secure new insurance on the property.

108 The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

109 [] The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
110 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

111 [x] The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
112 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

113 INSPECTIONS: BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated
114 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service
115 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the
116 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select
117 and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding
118 the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER
119 is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property and
120 improvements may contain defects and conditions that are not readily apparent and which may affect a property's use
121 or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in no way assume
122 responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable
123 care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems
124 of the property.

125 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT
126 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

127 WAIVER: [K] [] (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated
128 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of
129 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Table with columns: Choice (Yes/No), Inspection, Expense (BUYER'S/SELLER'S). Rows include GENERAL HOME, SEPTIC SYSTEM, WATER POTABILITY, WELL FLOW RATE, RADON, MOLD*.

138 *Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what
139 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water
140 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

141 [] [] OTHER _____ days from acceptance of AGREEMENT [] []
142

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

144 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.
145 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an
146 Amendment/Removal of Contingency;

147 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously
148 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified
149 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a
150 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the
151 inspection contingency and identifying those specific material defects which are to be repaired.
152 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and
153 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER
154 at SELLER'S expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this
155 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon

SELLERS' INITIALS AND DATE BUYERS' INITIALS AND DATE

Property Address: 1826 Ganyard Rd, Akron, OH 44313

156 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property
157 for BUYER to review any such material defects corrected by SELLER. For purposes of this
158 AGREEMENT, "material defects" DO NOT include minor routine maintenance. OR

159 (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material
160 defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees
161 to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a
162 mutual release, whereupon the earnest money shall be returned to BUYER.

163 Yes No

164 [] [X] PEST/WOOD DESTROYING INSECTS: An inspection of all structures on the property shall be made within
165 days by a licensed inspection or exterminating agency of [] BUYER'S or [] SELLER'S choice at
166 [] BUYER'S [] SELLER'S expense and such agency's written report made available to the BUYER before closing. If such
167 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition
168 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one
169 year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying
170 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE [] BUYER OR [] SELLER (unless
171 FHAVA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay
172 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that
173 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

174 Yes No

175 [] [X] LEAD-BASED PAINT: BUYER shall have the right to have a risk assessment or inspection of the
176 property by a professional inspector, for the presence of lead-based paint and/or lead-based paint hazards at
177 BUYER'S expense within days after acceptance. (Intact lead-based paint that is in good condition is not
178 necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.)
179 In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER
180 shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing
181 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a
182 copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S
183 request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the
184 inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to
185 provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating
186 that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to
187 terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection
188 at any time without SELLER'S consent.

189 BUYER [X] HAS [] (BUYER'S initials) [] HAS NOT [] (BUYER'S initials) received a copy of
190 the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the
191 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."
192 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing
193 the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within
194 days from receipt.

195 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their
196 right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and
197 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the
198 inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of
199 acceptance.

200 MEGAN'S LAW: SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
201 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the
202 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on
203 BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or
204 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

205 CONDITION OF PROPERTY: BUYER has examined the property and agrees that the property is being purchased in its
206 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential
207 Property Disclosure Form, identified by any inspections requested by either party or on any other forms or addenda made a
208 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the
209 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have
210 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional
211 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied
212 upon any representations, warranties or statements about the property (including but not limited to its condition or use)

[CO] [TAMMY]
SELLERS' INITIALS AND DATE

[] []
BUYERS' INITIALS AND DATE

Property Address: 1826 Ganyard Rd, Akron, OH 44313

213 unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. BUYERS must
214 initial one of the following:

215 BUYER HAS (BUYER'S initials), prior to signing this offer, received a copy of the Residential
216 Property Disclosure Form which was signed by SELLER on _____ (date).

217 BUYER HAS NOT _____ (BUYER'S initials) received a copy of the Residential Property Disclosure Form.
218 This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and
219 approval of the information contained on the disclosure form within _____ days from receipt.

220 BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the
221 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also
222 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information
223 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real
224 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public
225 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

226 Please list any and all verbal representations made by Brokers or their agents that you relied upon when
227 purchasing this property (if none, write "none"). none

228
229 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by closing.

230 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and
231 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental
232 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from
233 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and
234 SELLER shall have _____ (5) days after receipt by BUYER of all notices to agree in writing which party shall be
235 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in
236 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a
237 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

238 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own
239 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,
240 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant
241 the condition or systems of the property or guarantee that SELLER has disclosed all defects.

242 BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents have
243 not made any representations, warranties, or agreements, express or implied regarding the condition or use of
244 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not
245 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or
246 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or
247 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water
248 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or
249 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

250 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase
251 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this
252 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER
253 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on
254 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior
255 condition and BUYER agrees to complete the purchase of the property.

256 **MONEY BACK GUARANTEE:** (Elect one) BUYER does elect does not elect to purchase the Howard Hanna
257 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this
258 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to
259 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.
260 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is
261 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and
262 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

263 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,
264 without any material change to the last offer or counter offer, and either the verbal or written communication of that
265 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar
266 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and
267 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,
268 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Property Address: 1826 Ganyard Rd, Akron, OH 44313

269 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and
270 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding
271 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need
272 of legal or tax advice.

273 ADDITIONAL TERMS: Please see Addendum
274
275

276 ADDENDA: The additional terms and conditions in the following checked addenda and/or attachments [X] Agency
277 Disclosure Statement; [X] Residential Property Disclosure; [] VA/FHA Addendum; [] FHA Home Inspection Notice;
278 [] Condominium; [] House Sale Contingency; [] House Sale Concurrence; [X] Lead-Based Paint; [] Homeowner's
279 Association; [] Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee
280 Program) [X] Walk Through Addendum; [X] Other Ohio Real Title, Addendum
281 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any
282 conflicting terms in this Agreement.

283 EARNEST MONEY: In the event of a dispute between the Seller and Buyer regarding the disbursement of
284 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the
285 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or
286 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date
287 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such
288 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker
289 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge
290 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow
291 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after
292 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the
293 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

294 BUYER: Karen Little Address:
295 Print name: Karen Little ZIP:

296 BUYER: Phone: Email: karenlittle44720@gmail.com
297 Print name: Date:

298 DEPOSIT RECEIPT: Receipt is hereby acknowledged, of \$1,800 earnest money, subject to the
299 terms of the above offer.

300 HOWARD HANNA (License # 0000189163):
301 By: (License # c2013003679) Office: Howard Hanna Phone: 330-606-9968

302 ACCEPTANCE: SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S
303 escrow funds a brokerage commission of \$325.00, if the property is listed with Howard Hanna, and a brokerage
commission of 3/2 % of the purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH
44124

304 Listing Broker: License # Listing Agent: License #

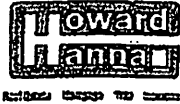
305 SELLER: Address:
306 Print name: Mark E. Dottore, Receiver ZIP:

307 SELLER: Phone: Email: mark@dottoreco.com
308 Print name: Date:

310 COUNTER OFFER TERMS:
311
312

313 Sellers signature Date Sellers signature Date
314 Purchase Agreement 4/2022 Page 6 of 6 SELLERS' INITIALS AND DATE BUYERS' INITIALS AND DATE

ADDENDUM #1



PROPERTY: 1826 Ganyard Rd, Akron, OH 44313

Seller to credit buyer \$4300 towards buyers closing costs.
 General home inspection for buyers knowledge only.
 Earnest money in the form of a check for \$1800.00 made payable to and to be deposited with Charlie Dottore.
 Home being sold As Is.
 Thank you!

Date:

Karen Little
do does not find
 10/07/22 6:58 PM EDT
 JPKV-V7HQ QBY 0185

Buyer Signature

Date:

[Empty signature box]

Buyer Signature

Date:

[Handwritten Signature]

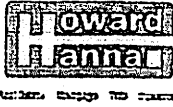
Seller Signature

Date:

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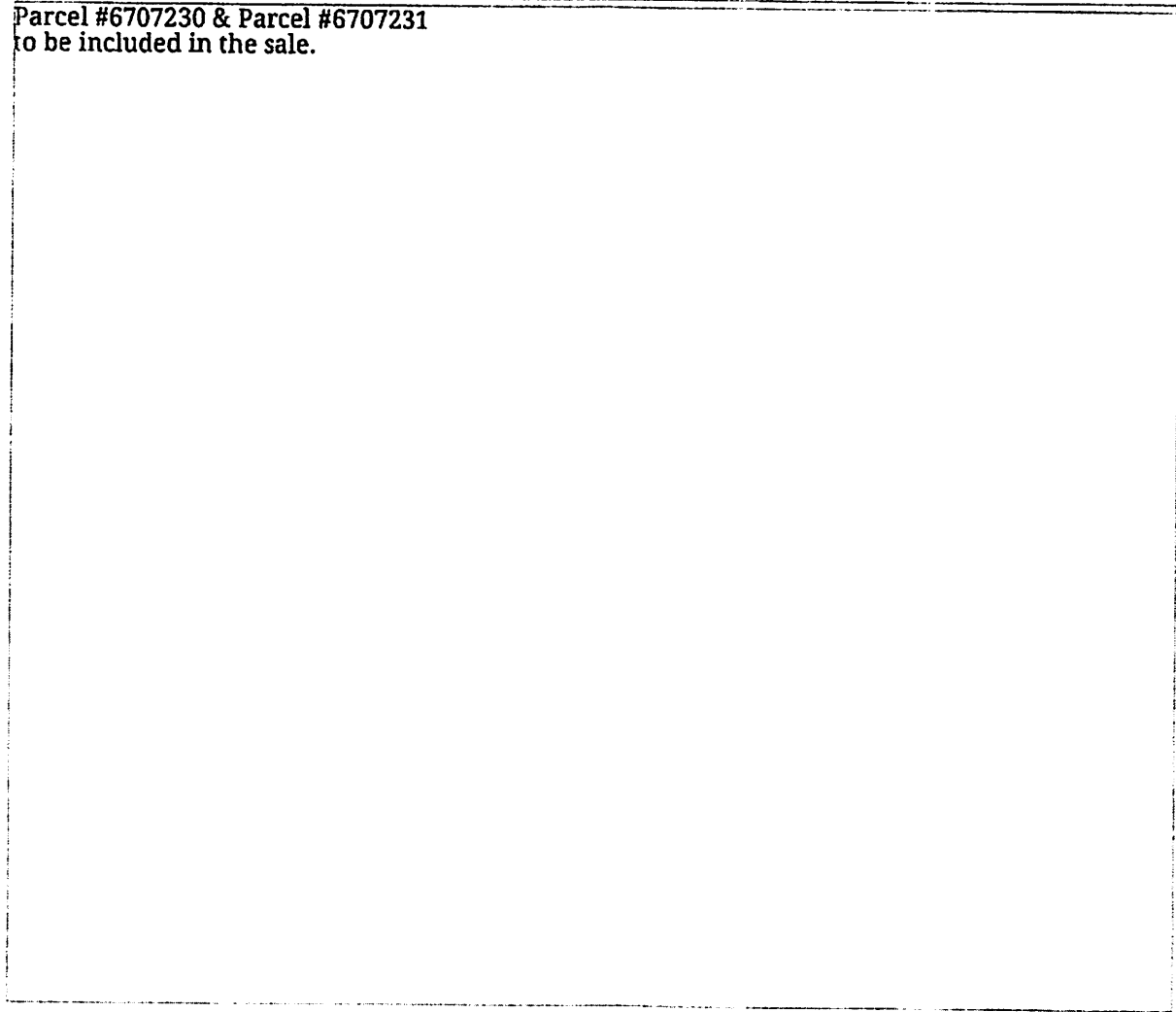
Seller Signature

ADDENDUM #2



PROPERTY: 1826 Ganyard Rd, Akron, OH 44313

Parcel #6707230 & Parcel #6707231
to be included in the sale.



Date:

Karen Little
DATE: 10/07/2022 15:07:43 PM

Buyer Signature

Date:

[Empty signature box]

Buyer Signature

Date:

[Signature]

Seller Signature

Date:

[Empty signature box]

Seller Signature



WALK-THROUGH ADDENDUM

This Addendum is made part of the Agreement between Karen Little ("Buyer") and Mark E. Dottore, Receiver ("Seller") for 1826 Ganyard Rd, Akron, OH 44313 (the "Property") with offer dated 08/01/2022.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about 2-4 day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property.

In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either:

- (1) held in escrow from Seller's proceeds pending correction of the material adverse change; or
- (2) credited to Buyer through escrow at the time of title transfer.

BUYER: Karen Little SELLER: [Signature]

BUYER: _____ SELLER: _____

DATE: _____ DATE: 8-7-22

Removal of Walk-Through: The undersigned Buyer hereby waives and removes the Walk-Through in the above referenced purchase agreement.

BUYER: _____ BUYER: _____

DATE: _____ DATE: _____



AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

Pursuant to the Offer to Purchase and Acceptance Agreement ("Agreement") dated 08/01/2022 for the sale of real property located at 1826 Ganyard Rd Akron, Ohio, the undersigned Seller and Buyer have agreed to the following changes to the Agreement:

1. The date for Buyer obtaining a loan commitment meeting the requirements contained in the Agreement shall be changed to _____.
2. The date for the deposit of all documents and funds in escrow to close the transaction shall be changed to 10/31/2022 OR SOONER _____.
3. The date for transfer of title, which shall constitute the closing of the transaction, shall be changed to 10/31/2022 OR SOONER _____.
4. The date for Seller delivering possession and occupancy to Buyer shall be changed to 11/01/2022 OR SOONER _____.

5. _____

The court has not yet appointed the approved party to have authorization to sell the property.

The buyers rate lock expires on Oct. 11, 2022. Price to keep same rate & close on Oct. 31, 2022 is \$758. Seller is willing to pay \$379 towards the buyers extension rate cost of \$758.

The home must close No Later than Oct. 31, 2022 otherwise buyer wants released from contract.

Thank you.

All the other terms, provisions and conditions of the Agreement shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date(s) set forth below.

<i>Karen Little</i>	
dotloop ver. filed 10/06/22 5:04 PM EDT GMID: 22LS FBX8 271H	
BUYER	SELLER
DATE	DATE

BUYER	SELLER
DATE	DATE

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

Address: 1826 Ganyard Rd. Akron, OH 44113 (PPN 67-07229) (the "Property")
Buyer: Karen Little 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.

{0009-1137-1 }

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: 10/7, 2022

Dated: _____, 2022

Karen Little
_____ or Assign

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



**EXHIBIT B
PRELIMINARY JUDICIAL REPORT**

File No.: 20220048PJR

PJR No.: PJR80793151

Guaranteed Party Name and Address:

To: Gingo Palumbo Law Group LLC
4700 Rockside Road, Suite 440
Independence, OH 44131

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Old Republic National Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$119,008.60 that it has examined the public records in Summit County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in AEM Productions, LLC by instrument recorded in Document No. 56726581 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: June 23, 2022 at 07:29 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Issued By:
Kingdom Title Solutions, Inc.

By: Sarah B. Woods
Authorized Officer or Agent

By: Mark A. Bissney *President*
Attest: David Wald *Secretary*

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 20220048PJR

PJR No.: PJR80793151

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Situated in the City of Akron, County of Summit, State of Ohio:

And known as part of Lot Numbers Six Hundred Eighty Seven (687), Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) in the Fairlawn Reserve Allotment No. 3 as recorded in Plat Book 37, Pages 62-67, Summit County Records and more fully described as follows:

Beginning at an iron pipe set at the southeasterly corner of Lot Number Six Hundred Eighty Nine (689) in said allotment and thence northerly along the easterly line of Lot Number Six Hundred Eighty Nine (689) a distance of 60.00 feet to an iron pipe; thence deflecting to the left 14 degrees 35 minutes a distance of 123.13 feet to an iron pipe at the northeasterly corner of Lot Number Six Hundred Eighty Nine (689); thence westerly along the northerly line of Lot Number Six Hundred Eighty Nine (689) and the southerly line of Ganyard Road a distance of 50.00 feet to an iron pipe set at the northwesterly corner of Lot Number Six Hundred Eighty Nine (689); thence southerly parallel to the easterly line of Lot Number Six Hundred Eighty Eight (688) a distance of 162.38 feet to an iron pipe in the southerly line of Lot Number Six Hundred Eighty Eight (688) (said pipe being located 28.10 feet westerly from the southerly corner of Lot Number Six Hundred Eighty Eight (688)); thence easterly along the southerly lines of Lots Number Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) a distance of 78.10 feet to the place of beginning as surveyed in July, 1955 by R. Dale Woodcock, Registered Surveyor.

Parcel Nos. 6707229, 6707230 and 6707231

Routing Nos. PO0010403015000, PO0010403016000 and PO0010403019000

For Informational Purposes Only:

Commonly known as 1826 Ganyard Road, Akron, OH 44313

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Preliminary Judicial Report
Schedule A

File No.: 20220048PJR

Sandra Kurt, Summit County Clerk of Courts

File No.: 20220048PJR

PJR No.: PJR80793151

**PRELIMINARY JUDICIAL REPORT
SCHEDULE B**

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed bylaw and not shown in the public records.
2. Subject to easements, restrictions, reservations, covenants, conditions and leases of record.
3. Listed for taxes in the County Treasurer's Tax Duplicate for the year 2021:
Daniel L Canale Trustee

PN: 6707229

Taxes and assessment for the first half of 2021, in the amount of \$1,501.07 are Paid.

Taxes and assessment for the second half 2021, in the amount of \$1,501.07 are due and payable by 07/22/2022.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:

M03 Street Light & Sweeping - \$33.16 per half

M43 Improved Street Resurfacing - \$46.81 per half through 2024

PN: 6707230

Taxes and assessment for the first half of 2021, in the amount of \$15.39 are Paid.

Taxes and assessment for the second half 2021, in the amount of \$15.39 are due and payable by 07/22/2022.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:

None

PN: 6707231

Taxes and assessment for the first half of 2021, in the amount of \$26.45 are Paid.

Taxes and assessment for the second half 2021, in the amount of \$26.45 are due and payable by 07/22/2022.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:

None

Addition of General Taxes of Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Numbers 319.40 and 5713.20, or

Additions, deletions, abatements or corrections which may be made after the date hereof by legally

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANYPreliminary Judicial Report
Schedule B

File No.: 20220048PJR

File No.: 20220048PJR

PJR No.: PJR80793151

constituted authorities on account of errors of omissions.

The insured herein is hereby notified that a change in the tax for the year 2022 and ensuing years may be made by an increase or decrease in the valuation of these premises for the tax purposes as a result of any complaint which may be found to alter such valuation pursuant to Section 5715.19 of the Revised Code of Ohio.

Assessments which at the date thereof have not been certified to the County Auditor.

4. Mortgage from AEM Productions, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company, covering caption premises, in the amount of \$138,000.00, dated March 21, 2022, recorded March 22, 2022, and recorded as Instrument No. 56726582 of Summit County Records.
5. UCC Financing Statement naming FTF Lending, LLC, as secured party, and AEM Productions, LLC, as debtor, filed March 22, 2022 of record in Instrument No. 56726583.
6. Affidavit for Mechanics Lien in favor of HCS Home Improvement, Inc, dba, American Stone Encounters, vs AEM Services LLC and/or AEM Productions, LLC in the amount of \$2,485.00 plus interest, penalties and court costs, filed June 9, 2022 as Instrument No. 56745454 of Summit County Records.
7. Mechanic's Lien Affidavit in favor of The Sherwin-Williams Company, vs AEM Productions, LLC in the amount of \$2,572.96 plus interest, penalties and court costs, filed June 10, 2022 as Instrument No. 56745819 of Summit County Records.
8. For Information Only: Complaint filed by Ohio Department of Commerce on July 1, 2022 as Case No. CV-2022-07-2228 of Summit County Court of Common Pleas.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Preliminary Judicial Report
Schedule B

File No.: 20220048PJR

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given to Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys' fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report pro tanto and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys' fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys' fees, or any costs of defense or prosecution of any litigation.
- b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien, or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to Old Republic National Title Insurance Company, 6530 W. Campus Oval, Suite 270, New Albany, OH 43054.

EXCLUSIONS FROM COVERAGE

- 1 The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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Kristen M. Scalise CPA, CFE

Fiscal Officer, County of Summit

Note: This is a live file and is subject to constant change.

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Reference Year JUL 07, 2022 06:55 AM

BASIC INFORMATION FOR PARCEL 6707229

PARCEL 6707229 ALT_ID PO0010403015000 OWNER CANALE DANIEL L TRUSTEE ADDR. 1828 GANYARD RD , AKRON 44313- DESC. FAIRLAWN RES DEV #3 LOT 889 ALL LESS NETRIA DISTRICT 67 AKRON CITY-AKRON CSD INTER-COUNTY77-0530 NO CARDS: 1 --LISTER-- 860 01-JAN-20 VAC/ABAND: RENTAL REG: N/A SPEC FLAG: LUC: 510 NBR: 30100136 R - SINGLE FAMILY DWELLING, PLATTED HOMESTEAD: No Owner Occupancy Credit: Yes

LAND FOR PARCEL 6707229

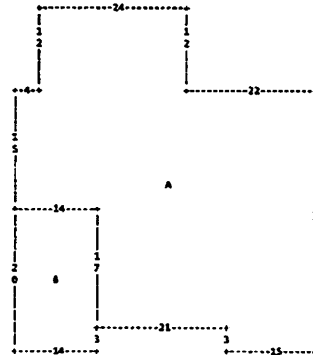
Table with columns: CODE, ACTUAL, BASE, DEPTH, UNIT, DEP/FAC, INCR/DECR, INFLUENCE, INFLU%, VALUE. Includes LOT CODE: 01 = HOUSE LOT

RESIDENTIAL CARD 1 OF 1 FOR PARCEL 6707229

Table with columns: STYHT, CONST, MSRY TRIM, TYPE, YR BUILT, EFF YR, YRREMDLD, TOT RM, BEDRM, FAMILYRM, FULL/BTH, HALF/BTH, TOT FIXTRS, BSMT, GFLA, SFLA, HTIAC, FUEL SYSTEM, ATTIC, FINBSMT, REC RM, FRP PREFB, FRPL OP/ST, BSMT GAR, PHYSICAL, FUNC DEP, FUNC RSN, ECON DEP, ECON RSN, GRADE, COND (CDU), PCT CMPL, CENTRAL AIR CONDITION, GAS, FORCED AIR, NO, ADJ BASE, ADDN MISC FEAT, ADDITIONS TOTAL, SUBTOTAL, REPL COST, LESS DEPR, ADJ RCNLD, DWELLING VAL

DESCRIPTION: RANCH FRAME 1 STORY WITH 1695 SQ FT GROUND FLOOR LIVING AREA AND 1695 TOTAL SQ FT LIVING AREA, BUILT ABOUT 1955. IT HAS 7 TOTAL ROOMS WITH 3 BEDROOMS, 1 FULL BATHROOM, 1 HALF BATHROOM, HEATING IS CENTRAL AIR CONDITION, 1 FIREPLACE AND THE OVERALL CONDITION IS AVERAGE. THE "ADDN MISC FEATURES" VALUE WAS DERIVED FROM THE BASEMENT (-28420), THE HTIAC (3620), THE PLUMBING (3000), AND THE FIREPLACE (4000).

Sketch



ADDITION CODES: LN LW 1S 2N 3R AREA %COMP VALUE B 13 280 8020

ADDITIONS: LINE B FIRST FLOOR FRAME GARAGE

SECONDARY table with columns: CODE, YR BLT, SQ FT, MODS, CD, %GOOD, %COMP, FUN UNIT, FUN/RS, ECO/RS, RCNLD. Includes RS1 = SHED FRAME UTILITY

SUMMARY ALL CARDS FOR PARCEL 6707229

Summary table with columns: LAND, ASSESSED LAND, BUILDING, ASSESSED BLDG, TOTAL, ASSESSED TOTAL. Values: LAND: 28090, ASSESSED LAND: 9830, BUILDING: 96570, ASSESSED BLDG: 33800, TOTAL: 124660, ASSESSED TOTAL: 43630

SALES INFORMATION FOR PARCEL 6707229

Table with columns: DATE, DOC#, GRANTOR, AMT, SALE, DESC, PARCELS. Lists sales from 22-MAR-22 to 21-JUL-89.

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2021 SUMMARY INFORMATION FOR PARCEL 6707229

Table with columns: MAILING ADDRESS, APPRAISED VALUE, TAXABLE VALUE, LUC, CLASS, Owner Occupancy Credit, HMSTD, CAUV, FOREST. Values: APPRAISED VALUE: 124,660, TAXABLE VALUE: 43,630, LUC: 510, CLASS: R, Owner Occupancy Credit: Y, HMSTD: N, CAUV: N, FOREST: N

BANK CODE
 TREAS CODE
 CUR YR REFUND
 PRI YR REFUND
 MONEY IN ESCROW
 MONEY IN PRETAX

STUB 67210758
 CERT YEAR N
 DELQ CONTRACT N
 BANKRUPTCY N
 FORECLOSURE N

Beginning Tax Duplicate

Where Do My Tax Dollars Go? Voter Approved Levy Tax

	First Half Charges	Second Half Charges
Real Estate	1421.10	1421.10
Special Assessment	79.97	79.97
Total	1501.07	1501.07
Due Date	FEB 26, 2022	JUL 22, 2022

Total Tax Amount Due Reflects Payment & Adjustment To Date

	DELQ	1st HALF	2nd HALF
TOTAL REAL ESTATE AND SPECIAL CHARGES	0.00	1501.07	1501.07
P & I & ADJ	0.00	0.00	0.00
PAYMENTS	0.00	-1501.07	0.00
AMOUNT DUE	0.00	0.00	1501.07
	YEARLY AMOUNT DUE:		1501.07

2021 TAX BILL DETAILS FOR PARCEL 6707229

DATE	SETTLE	PROJ. #	ACTION /CODE	1st HALF	2nd HALF
04-JAN-22	1		DUP/ORG	2357.34	2357.34
04-JAN-22	1		DUP/RED	-741.24	-741.24
04-JAN-22	1		DUP/ADJ	1616.10	1616.10
04-JAN-22			DUP/RLB	0.00	-156.26
04-JAN-22	1		DUP/RLB	-156.26	0.00
04-JAN-22			DUP/HRB	0.00	-38.74
04-JAN-22	1		DUP/HRB	-38.74	0.00
04-JAN-22	1	353167	DUP/SAC	31.88	31.88
04-JAN-22	1	373367	DUP/SAC	45.01	45.01
04-JAN-22	1	373367	DUP/SAF	1.80	1.80
04-JAN-22	1	353167	DUP/SAF	1.28	1.28
01-FEB-22	1	353167	PAY/SAC	-31.88	0.00
01-FEB-22	1	373367	PAY/SAC	-45.01	0.00
01-FEB-22	1	353167	PAY/SAF	-1.28	0.00
01-FEB-22	1	373367	PAY/SAF	-1.80	0.00
01-FEB-22	1		PAY/CHG	-1421.10	0.00
DELQ REAL ESTATE & ASSESSMENT TAX:				0.00	
ADJUSTMENT:				0.00	
DECEMBER INTEREST:				0.00	
AUGUST INTEREST:				0.00	
TOTAL				0.00	
REAL ESTATE CHARGES:				1421.10	1421.10
SPECIAL ASSESSMENT CHARGES:				79.97	79.97
ADJUSTMENT:				0.00	0.00
TOTAL CHARGES:				1501.07	1501.07
PAYMENTS:					
	DATE	TYPE			
	01-FEB-22	NML		-1501.07	
TOTAL PAYMENTS:				-1501.07	0.00
FHSH AMOUNT DUE:				0.00	1501.07

SPECIAL ASSESSMENT:

PROJECT	NAME	END	1st HALF	2nd HALF
353167	M03 STREET LIGHT & SWEEPING	9999	33.16	33.16
373367	M43 IMPROVED STREET RESURFACIN	2024	46.81	46.81

Click the Following Links to Navigate the Tax Years

[2022](#) [2020](#) [2019](#) [2018](#) [2017](#) [2016](#) [2015](#) [2014](#) [2013](#) [2012](#) [2011](#) [2010](#) [2009](#) [2008](#) [2007](#)

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Kristen M. Scallise CPA, CFE

Fiscal Officer, County of Summit

Note: This is a live file and is subject to constant change.

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Summit County Auditor Division, OH - Tax Year 2021

Reference Year
JUL 07, 2022
08:55 AM

BASIC INFORMATION FOR PARCEL 6707230

PARCEL 6707230
ALT_ID P00010403016000
OWNER CANALE DANIEL L TRUSTEE
NO CARDS: 0
-LISTER- 860 01-JAN-20
VAC/ABAND:
RENTAL REG: N/A
SPEC FLAG:
LUC: 500 NBR: 30100136
R - RESIDENTIAL, VACANT LAND, LOT
HOMESTEAD: No
Owner Occupancy Credit: No

LAND FOR PARCEL 6707230

Table with columns: CODE, ACTUAL BASE, DEPTH, UNIT, DEP/FAC, INC/DECR, INFLUENCE, INFLUX, VALUE. Includes values for parcel 6707230.

SUMMARY ALL CARDS FOR PARCEL 6707230

Summary table showing LAND: 1320, ASSESSED LAND: 460, BUILDING: 0, ASSESSED BLDG: 0, TOTAL: 1320, ASSESSED TOTAL: 460.

SALES INFORMATION FOR PARCEL 6707230

Table with columns: DATE, DOC#, GRANTOR, AMT, SALE, DESC, PARCELS. Lists sales transactions from 2012.

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2021 SUMMARY INFORMATION FOR PARCEL 6707230

MAILING ADDRESS: AEM PRODUCTIONLLC, 2998 W MARKET ST, FAIRLAWN, OH 44333
APPRAISED VALUE: 1,320
TAXABLE VALUE: 460
LUC: 500
CLASS: R
Owner Occupancy Credit: N
HMSTD: N
CAUV: N
FOREST: N
STUB: 67113093
CERT YEAR: N
DELQ CONTRACT: N
BANKRUPTCY: N
FORECLOSURE: N

Beginning Tax Duplicate

Where Do My Tax Dollars Go? Voter Approved Levy Tax

Table showing tax breakdown: Real estate (15.39), Special Assessment (0.00), Total (15.39). Due dates: FEB 25, 2022 and JUL 22, 2022.

Total Tax Amount Due Reflects Payment & Adjustment To Date

Table showing tax amounts: DELQ (0.00), 1st HALF (15.39), 2nd HALF (15.39). Includes rows for SPECIAL CHARGES, P & I & ADJ, PAYMENTS, AMOUNT DUE, and YEARLY AMOUNT DUE.

2021 TAX BILL DETAILS FOR PARCEL 6707230

Table with columns: DATE, SETTLE, PROJ.ACTION # /CODE, 1st HALF, 2nd HALF. Lists various adjustments and charges for 2021, including DELQ REAL ESTATE & ASSESSMENT TAX, SPECIAL ASSESSMENT CHARGES, and REAL ESTATE CHARGES.

PAYMENTS:	<u>DATE</u>	<u>TYPE</u>		
	01-FEB-22	NML	-15.39	
TOTAL PAYMENTS:			-15.39	0.00
FH/SH AMOUNT DUE:			0.00	15.39

SPECIAL ASSESSMENT:

<u>PROJECT</u>	<u>NAME</u>	<u>END</u>	<u>1st HALF</u>	<u>2nd HALF</u>

Click the Following Links to Navigate the Tax Years

[2022](#) [2020](#) [2019](#) [2018](#) [2017](#) [2016](#) [2015](#) [2014](#) [2013](#) [2012](#) [2011](#) [2010](#) [2009](#) [2008](#) [2007](#)

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Kristen M. Scalise CPA, CFE

Fiscal Officer, County of Summit

Note: This is a live file and is subject to constant change.

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Summit County Auditor Division, OH - Tax Year 2021

Reference Year
JUL 07, 2022
08:55 AM

BASIC INFORMATION FOR PARCEL 6707231

PARCEL 6707231
ALT_ID PO0010403019000
OWNER CANALE DANIEL L TRUSTEE
NO CARDS: 0
--LISTER--
860 01-JAN-20
VAC/ABAND:
RENTAL REG: N/A
SPEC FLAG:
LUC: 500 NBR: 30100136
R - RESIDENTIAL, VACANT LAND, LOT
HOMESTEAD: No
Owner Occupancy Credit: No

LAND FOR PARCEL 6707231

CODE 08 ACTUAL BASE 50 DEPTH 26 UNIT 105 DEP/FAC .43 INCR/DECR 53/53 INFLUENCE INFLU% VALUE 2260
LOT CODE: 08 = REARLOT

SUMMARY ALL CARDS FOR PARCEL 6707231

LAND: 2260 BUILDING: 0 TOTAL: 2260
ASSESSED LAND: 790 ASSESSED BLDG: 0 ASSESSED TOTAL: 790

SALES INFORMATION FOR PARCEL 6707231

DATE DOC# GRANTOR AMT SALE DESC PARCELS
22-MAR-22 4661 CANALE DANIEL L TRUSTEE 100000 D MULTI/VALID 3
06-MAY-19 6700 CANALE DANIEL L 3
03-JUL-12 9320 CANALE DANIEL L 3
11-JUN-12 7865 CANALE ALMA JEAN 3

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2021 SUMMARY INFORMATION FOR PARCEL 6707231

MAILING ADDRESS LUC 500
AEM PRODUCTIONLLC CLASS R
2998 W MARKET ST Owner Occupancy Credit N
FAIRLAWN, OH 44333 HMSTD N
APPRAISED VALUE 2,260 CAUV N
TAXABLE VALUE 790 FOREST N
BANK CODE STUB 67084194
TREAS CODE CERT YEAR N
CUR YR REFUND DELQ CONTRACT N
PRI YR REFUND BANKRUPTCY N
MONEY IN ESCROW FORECLOSURE N
MONEY IN PRETAX

Beginning Tax Duplicate

Where Do My Tax Dollars Go? Voter Approved Levy Tax

Table with columns: Reaestate, Special Assessment, Total, Due Date. Rows for First Half Charges and Second Half Charges.

Total Tax Amount Due Reflects Payment & Adjustment To Date

Table with columns: DELQ, 1st HALF, 2nd HALF. Rows for REAL ESTATE AND SPECIAL CHARGES, P & I & ADJ, PAYMENTS, AMOUNT DUE, YEARLY AMOUNT DUE.

2021 TAX BILL DETAILS FOR PARCEL 6707231

Table with columns: DATE, SETTLE #, PROJ ACTION # / CODE, 1st HALF, 2nd HALF. Rows for DUP/ORG, DUP/RED, DUP/ADJ, DUP/RLB, PAY/CHG, DELQ REAL ESTATE & ASSESSMENT TAX, REAL ESTATE CHARGES, SPECIAL ASSESSMENT CHARGES, TOTAL CHARGES.

PAYMENTS:	DATE	TYPE		
	01-FEB-22	NML	-26.45	
TOTAL PAYMENTS:			-26.45	0.00
FH/SH AMOUNT DUE:			0.00	26.45

SPECIAL ASSESSMENT:

PROJECT	NAME	END	1st HALF	2nd HALF
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Click the Following Links to Navigate the Tax Years

[2022](#) [2020](#) [2019](#) [2018](#) [2017](#) [2016](#) [2015](#) [2014](#) [2013](#) [2012](#) [2011](#) [2010](#) [2009](#) [2008](#) [2007](#)

KRISTEN M. SCALISE, CPA, CFE
Summit County Fiscal Officer
Consideration: \$100,000.00 Fee: \$400.00

TRANSFERRED

03/22/2022#4661

By: Amy Petzel, Deputy Fiscal Officer

In compliance with ORC 319.202

TRUSTEE OF THE

Know all Men by these Presents: That, DANIEL L. CANALE, TRUSTEE OF THE

DANIEL L. CANALE REVOCABLE TRUST (the "Grantor"), for the sum of Ten Dollars

(\$10.00), and other good and valuable consideration, does hereby give, grant, bargain, sell and

convey, with fiduciary covenants, unto AFM PRODUCTIONS, LLC (the "Grantee"), whose tax

mailing address is 1826 Ganyard Rd., Akron, OH 44313, all such right and title of the Grantor, in

and to the following real property:

Situated in the City of Akron, County of Summit, State of Ohio:

And known as part of Lot Numbers Six Hundred Eighty Seven (687), Six
Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) in the
Farlawn Reserve Allotment No. 3 as recorded in Plat Book 37, Pages 62-67,
Summit County Records and more fully described as follows:

Beginning at an iron pipe set at the southeasterly corner of Lot Number Six
Hundred Eighty Nine (689) in said allotment and thence northerly along the
easterly line of Lot Number Six Hundred Eighty Nine (689) a distance of
60.00 feet to an iron pipe; thence deflecting to the left 14 degrees 35 minutes
a distance of 123.13 feet to an iron pipe at the northeasterly corner of Lot
Number Six Hundred Eighty Nine (689); thence westerly along the northerly
line of Lot Number Six Hundred Eighty Nine (689) and the southerly line of
Ganyard Road a distance of 50.00 feet to an iron pipe set at the northwesterly
corner of Lot Number Six Hundred Eighty Nine (689); thence southerly
parallel to the easterly line of Lot Number Six Hundred Eighty Eight (688) a
distance of 162.38 feet to an iron pipe in the southerly line of Lot Number
Six Hundred Eighty Eight (688) (said pipe being located 28.10 feet westerly
from the southerly corner of Lot Number Six Hundred Eighty Eight (688);
thence easterly along the southerly lines of Lots Number Six Hundred Eighty
Eight (688) and Six Hundred Eighty Nine (689) a distance of 78.10 feet to
the place of beginning as surveyed in July, 1955 by R. Dale Woodcock,
Registered Surveyor.

Permanent Parcel No.: 6707229 P00010403015000

6707230 P00010403016000

6707231 P00010403019000

Prior Instrument Reference: 56462585

Property Address: 1826 Ganyard Rd., Akron, OH 44313

This conveyance is made with fiduciary covenants as provided in Section 5302.10 of the

Ohio Revised Code, excepting from said covenants all conditions and restrictions of record, reservations, easements (however created), encroachments that do not materially adversely affect the use or value of the property, zoning ordinances, if any, and taxes and assessments, both general and special, which are a lien on the property but not yet due and payable.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the Grantee, its heirs and assigns forever.

In Witness Whereof, DANIEL L. CANALE, TRUSTEE OF THE DANIEL L. CANALE REVOCABLE TRUST has hereunto set his hand, this 10 day of MARCH, 2022.

Daniel L. Canale, Trustee
DANIEL L. CANALE, TRUSTEE OF THE DANIEL L. CANALE REVOCABLE TRUST

STATE OF OHIO)
Summit COUNTY)SS

This is an acknowledgment; no oath or affirmation has been administered. Before me a notary public in and for said County and State personally appeared the above-named DANIEL L. CANALE, TRUSTEE OF THE DANIEL L. CANALE REVOCABLE TRUST, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Copley/Akron, Ohio this 10 day of MARCH, 2022.

Notary Public
My Commission Expires
JOHN MIZENER
Notary Public, State of Ohio
My Commission Expires September 23, 2023

This Instrument Prepared By:
Joseph K. Oldham, Esq.
Oldham Company, LLC
759 West Market Street
Akron, OH 44303
P: 330-762-7377

56726382

Page 1 of 33

Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

Recording Fee: \$282.00 Recorded 03/22/2022 10:42:31 AM

AEM Productions, LLC, an Ohio Limited Liability Company
(Borrower and Mortgagor)

to

FTF Lending, LLC, a Delaware Limited Liability Company
(Lender and Mortgagee)

**OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, FIXTURE FILING, AND SECURITY AGREEMENT**

Date

March 21, 2022

Property

Address1826 Garyard Road
Akron, OH 44313Parcel ID

6707229, 6707230 and 6707231

County

Summit

PREPARED BY AND RETURN TO:

Samantha L. Licker, Esquire

Fund That Flip

1300 E. 9th St., Suite 800, Cleveland, OH 44114

58726582 Page 2 of 33

Mortgagor: ABM Productions, LLC, an Ohio Limited Liability Company
Loan:FTF_25969_58442

**OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING,
AND SECURITY AGREEMENT**

THE MAXIMUM PRINCIPAL AMOUNT SECURED HEREUNDER IS \$138,000.00.

THIS OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT (the "Mortgage") is made and entered on March 21, 2022, by and between ABM Productions, LLC, an Ohio Limited Liability Company ("Mortgagor" and sometimes "Borrower"), having its principal place of business and for purposes of notice and legal process at 2998 W. Market St., Akron, OH 44333, and FTF Lending, LLC, a Delaware Limited Liability Company ("Mortgagee" and sometimes "Lender"), having a principal place of business and for purposes of notice and legal process at 1300 E. 9th St., Suite 800, Cleveland, OH 44114.

WITNESSETH:

To secure the payment of an indebtedness in the principal sum of \$138,000.00, lawful money of the United States of America, to be paid with interest according to a certain promissory note dated of even date herewith made by Mortgagor to Mortgagee (the promissory note together with all extensions, renewals or modifications thereof being hereinafter collectively called the "Note") (said indebtedness, interest and all other sums due hereunder and under the Note being collectively called the "Debt"), Mortgagor has mortgaged, given, granted, bargained, sold, conveyed, assigned, transferred, pledged, set over, and hypothecated and by these presents does mortgage, give, grant, bargain, sell, convey, assign, transfer, confirm, pledge, sets over and hypothecate unto Mortgagee that certain real property situated in the County of Summit, State of Ohio, more commonly known 1826 Ganyard Road, Akron, OH 44313, and more fully described in Exhibit A attached hereto (individually and collectively, the "Premises") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements"); and

TOGETHER WITH: all right, title, interest and estate of Mortgagor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements together with the following property, rights, interests and estates being hereinafter collectively referred to as the "Mortgaged Property"):

- a. all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the

56728582 Page 32 of 33

Mortgagor: AEM Productions, LLC, an Ohio Limited Liability Company
Loan:FTF_25969_58442

IN WITNESS WHEREOF, the Mortgagor, by and through the Mortgagor's authorized signatory, has executed and delivered this Open-End Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to the Mortgages on March 21, 2022.

MORTGAGOR:
AEM Productions, LLC, an Ohio Limited Liability Company

M Dente

By: Mark Dente
Its: Sole Member and Manager

NOTARIAL CERTIFICATE

STATE OF OHIO)
COUNTY OF Summit) SS:

This is an acknowledgement clause; no oath or affirmation was administered to the signer.

The foregoing Instrument was acknowledged before me this 21st day of March, 2022 by Mark Dente, Sole Member and Manager, of AEM Productions, LLC, an Ohio Limited Liability Company.

Debra M. Smith

[NOTARIAL SEAL]

Notary Public
State of Ohio



Debra M. Smith
Notary Public, State of Ohio
My Commission Expires
August 11, 2024

56726582 Page 33 of 33

Mortgagor: AEM Productions, LLC, an Ohio Limited Liability Company
Loan: FTF_25969_58442

EXHIBIT A

LEGAL DESCRIPTION

The Land is described as follows:

Situated in the City of Akron, County of Summit, State of Ohio:

And known as part of Lot Numbers Six Hundred Eighty Seven (687), Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) in the Fairlawn Reserve Allotment No. 3 as recorded in Plat Book 37, Pages 62-67, Summit County Records and more fully described as follows:

Beginning at an iron pipe set at the southeasterly corner of Lot Number Six Hundred Eighty Nine (689) in said allotment and thence northerly along the easterly line of Lot Number Six Hundred Eighty Nine (689) a distance of 60.00 feet to an iron pipe; thence deflecting to the left 14 degrees 35 minutes a distance of 123.13 feet to an iron pipe at the northeasterly corner of Lot Number Six Hundred Eighty Nine (689); thence westerly along the northerly line of Lot Number Six Hundred Eighty Nine (689) and the southerly line of Ganyard Road a distance of 50.00 feet to an iron pipe set at the northwesterly corner of Lot Number Six Hundred Eighty Nine (689); thence southerly parallel to the easterly line of Lot Number Six Hundred Eighty Eight (688) a distance of 162.38 feet to an iron pipe in the southerly line of Lot Number Six Hundred Eighty Eight (688) (said pipe being located 28.10 feet westerly from the southerly corner of Lot Number Six Hundred Eighty Eight (688)); thence easterly along the southerly lines of Lots Number Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) a distance of 78.10 feet to the place of beginning as surveyed in July, 1955 by R. Dale Woodcock, Registered Surveyor.

Parcel No. 6707229, 6707230 and 6707231

Routing No. PO0010403015000, PO0010403016000 and PO0010403019000

For Informational Purposes Only:

Commonly known as 1826 Ganyard Street, Akron, OH 44313



58726583
Page 1 of 5
Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE
Recording Fee: \$24.00 Recorded 03/22/2022 10:42:31 AM

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Samantha Licker (546) 895-8090
B. E-MAIL CONTACT AT FILER (optional) Samantha.Licker@fundthatflip.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Samantha Licker Fund That Flip 1300 E. 9th St., Suite 800 Cleveland, OH 44114

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the briefest Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME AEM Productions, LLC					
OR					
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c. MAILING ADDRESS 2998 W. Market St.		CITY Fairlawn	STATE OH	POSTAL CODE 44333	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME FTF Leading, LLC					
OR					
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c. MAILING ADDRESS 1300 E. 9th St., Suite 800		CITY Cleveland	STATE OH	POSTAL CODE 44114	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A annexed hereto and made a part hereof as well as all assets of Debtor.

Location of Real Estate:
(1) 1826 Garyard Road Akron, OH 44313

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finances Transaction Manufactured-House Transaction A Debtor is a Transacting UCCB

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessor Consignor/Consignor Seller/Buyer Debtor/Debtor Licensee/Leasee

8. OPTIONAL FILER REFERENCE DATA:
FTF_58442

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

56726563 Page 2 of 5

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

8. NAME OF FIRST DEBTOR: Same as Item 7a or 7b on Financing Statement; if Item 7b was left blank because individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
AEM Productions, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) **SUFFIX**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only and additional Debtor name or Debtor name that did not fit in the 7a or 2b of the Financing Statement (Form UCC1) (see read, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in the 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) **SUFFIX**

10c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

11. ADDITIONAL SECURED PARTY'S NAME OR ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME **FIRST PERSONAL NAME** **ADDITIONAL NAME(S)/INITIAL(S)** **SUFFIX**

11c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

12. ADDITIONAL SPACE FOR ITEM 4 (Color only)

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers Interim to be filed covers as-extended collateral is filed as a future filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a second interest):

16. Description of real estate:
See Exhibit B for description of Real Estate.

17. MISCELLANEOUS:
FTR 58442

56726583 Page 3 of 5

Debtor: AEM Productions, LLC, an Ohio Limited Liability Company
Loan:FTF_25969_53442

EXHIBIT A

Debtor: AEM Productions, LLC, an Ohio Limited Liability Company
Secured Party: FTF Lending, LLC, a Delaware Limited Liability Company

ITEM 4 (continued): This FINANCING STATEMENT covers the following types or items of property (which, together with the Real Property, as defined below, constitutes the "Property") in which Debtor has any interest, whether currently owned or hereafter acquired, relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the real property (the "Real Property") more particularly described on Exhibit B attached hereto (whether or not subsequently removed from the Real Property), including, without limitation, the follows:

- a. all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Real Property and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Real Property, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Real Property and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- b. all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Property and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Real Property and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Property and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Real Property and the Improvements (collectively, the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Real Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Open-End Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; and

56726583 Page 4 of 5

Debtor: ABM Productions, LLC, an Ohio Limited Liability Company
Loan:PTF_25969_58442

- c. all awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Real Property and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Real Property and Improvements; and
- d. all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Real Property and the Improvements, including any extensions, renewals, modifications or amendments thereof (collectively, the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Real Property and the Improvements (collectively, the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; and
- e. all proceeds of and any unearned premiums on any insurance policies covering the Real Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property; and
- f. all accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Real Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Real Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Real Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the "Intangibles"); and
- g. all proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

58728583 Page 6 of 5

Debtor: ARM Productions, LLC, an Ohio Limited Liability Company
Loan: FTF_25969_58442

EXHIBIT B

LEGAL DESCRIPTION

The Land is described as follows:

Situated in the City of Akron, County of Summit, State of Ohio:

And known as part of Lot Numbers Six Hundred Eighty Seven (687), Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) in the Fairlawn Reserve Allotment No. 3 as recorded in Plat Book 37, Pages 62-67, Summit County Records and more fully described as follows:

Beginning at an iron pipe set at the southeasterly corner of Lot Number Six Hundred Eighty Nine (689) in said allotment and thence northerly along the easterly line of Lot Number Six Hundred Eighty Nine (689) a distance of 60.00 feet to an iron pipe; thence deflecting to the left 14 degrees 35 minutes a distance of 123.13 feet to an iron pipe at the northeasterly corner of Lot Number Six Hundred Eighty Nine (689); thence westerly along the northerly line of Lot Number Six Hundred Eighty Nine (689) and the southerly line of Ganyard Road a distance of 50.00 feet to an iron pipe set at the northwesterly corner of Lot Number Six Hundred Eighty Nine (689); thence southerly parallel to the easterly line of Lot Number Six Hundred Eighty Eight (688) a distance of 162.38 feet to an iron pipe in the southerly line of Lot Number Six Hundred Eighty Eight (688) (said pipe being located 28.10 feet westerly from the southerly corner of Lot Number Six Hundred Eighty Eight (688)); thence easterly along the southerly lines of Lots Number Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) a distance of 78.10 feet to the place of beginning as surveyed in July, 1955 by R. Dale Woodcock, Registered Surveyor.

Parcel No. 6707229, 6707230 and 6707231

Routing No. PO0010403015000, PO0010403016000 and PO0010403019000

For Informational Purposes Only:

Commonly known as 1826 Ganyard Street, Akron, OH 44313

AFFIDAVIT FOR MECHANICS LIEN - Oh. Rev. Code Ch.1311

State of Ohio


County of Summit


I, Steve Cowx, being the duly authorized agent of the lien claimant, whose name is HCS Home Improvement, Inc, dba, American Stone Encounters, whose address is 952 Broad Street, Wadsworth, Ohio 44281 being first duly sworn, says that the lien claimant furnished certain material or performed certain labor or work in furtherance of improvements located on or removed to the land hereinafter described, pursuant to a certain contract, with the owner, part-owner, lessee, original contractor, subcontractor, or other person, as the case may be, whose name is AEM Services LLC and/or AEM Productions, LLC and whose address is 2998 West Market Street, Fairlawn, Ohio 4433 and 1826 Ganyard Road, Akron, Ohio 44313. The first of the labor or work was performed or material was furnished on approximately the 18th day of April, 2022. The last of the labor or work was performed or material was furnished on the day of 18th day of April, 2022, and there is justly and truly due the lien claimant therefore from the owner, part-owner, lessee, original contractor, subcontractor, or other person, whose name is AEM Services LLC and AEM Productions, LLC, as the case may be, over and above all legal setoffs, the sum of \$2,485.00, for which amount, the lien claimant, claims a lien on the land, building or leasehold, of which AEM Productions, LLC is or was the owner, part-owner, or lessee, as the case may be, which premises are described as follows:

See Exhibit A.

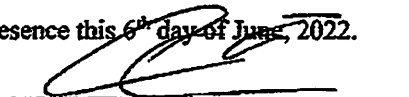
DOC # 56745454

Page 1 of 3
8/09/2022 8:18 AM Recording Fee: \$ 42.00
Kristen H. Scallise, CPA, CFE, Summit County Fiscal Officer




 STEVE COWX
 President
 HCS Home Improvement Inc, dba,
 American Stone Encounters

Sworn to before me and subscribed in my presence this 6th day of June, 2022.


 Notary Public



Craig M. Eoff
 Attorney At Law
 Notary Public, State of Ohio
 My commission has no expiration date
 Section 147.03 O.R.C.

This Instrument Prepared By:
 Craig M. Eoff, Esq.
 M Pelini, Campbell & Ricard LLC
 8040 Cleveland Ave NW #400
 North Canton, OH 44720
 Phone: (330) 305 6400

DOC # 56745454

Page 2 of 3
 8/09/2022 9:10 AM Recording Fee: \$ 42.00
 Kriston P. Scallise, CPA, CFE, Summit County Fiscal Officer

EXHIBIT A

Situated in the City of Akron, County of Summit, State of Ohio:

And known as part of Lot Numbers Six Hundred Eighty Seven (687), Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) in the Fairlawn Reserve Allotment No. 3 as recorded in Plat Book 37, Pages 62-67, Summit County Records and more fully described as follows:

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Permanent Parcel No.: 6707229 PO0010403015000
6707230 PO0010403016000
6707231 PO0010403019000

Prior Instrument Reference: 56462585

Property Address: 1826 Ganyard Rd., Akron, OH 44313

Page 3 of 3
9/09/2022 3:10 PM Recording Fee: \$ 22.00
Kristen M. Scallins, CPA, CFE, Summit County Fiscal Officer
DOC # 36745454

MECHANIC'S LIEN AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF CLERMONT)

Now comes Michael B. Bach, of DeHaan & Bach, L.P.A., whose address is 25 Whitney Drive, Suite 106, Milford, Ohio 45150, being first duly sworn, and states and affirms as follows:

1. He is the attorney for The Sherwin-Williams Company, whose address is 1321 N. Industrial Parkway, #1000, Brunswick, Ohio 44212.

2. Pursuant to a contract with AEM Services NEO, 2988 W. Market Street, Akron, Ohio 44333, Agent to AEM Productions, LLC, 1826 Ganyard Road, Akron, Ohio 44313, Owner, Claimant provided certain work or materials for the improvement of the property being located at 1826 Ganyard Road, Akron, Summit County, Ohio and more particularly described in attached "Exhibit A".

3. The following persons are or may claim to be owners, part owners or lessees of the property referred to in paragraph (2) above:

AEM Productions, LLC
1826 Ganyard Road
Akron, Ohio 44313
(Owner)

The Sherwin-Williams Company hereby claims a lien against the interests of AEM Productions, LLC, in that property in order to secure the claim described in paragraph (4) below.


4. The first date that The Sherwin-Williams Company provided the work or materials described in paragraph (2) above was on the 11th day of April, 2022. The last date that The Sherwin-Williams Company provided the work or materials described in paragraph (2) above was on the 11th day of April, 2022. The Sherwin-Williams Company is currently owed the sum of Two Thousand Five Hundred and Seventy Two Dollars and Ninety Six Cents (\$2,572.96), over and above all credits and setoffs, for the

DOC # 96745819

Page 1 of 3
6/10/2022 11:05 AM Recording Fee: \$ 42.05
Kristen M. Sealise, CPA, CFE, Summit County Fiscal Officer

work and materials described in paragraph (2) above.

Further affiant sayeth naught.



 Michael B. Bach, Attorney
 for The Sherwin-Williams Company

STATE OF OHIO)
)ss.
 COUNTY OF CLERMONT)

On the 9th day of June, 2022, personally appeared before me Michael B. Bach who, being by me duly sworn, did say that he is the attorney for The Sherwin-Williams Company and that the above instrument was signed on behalf of said corporation by authority, and said Michael B. Bach acknowledged to me that he as such attorney in fact executed the same.


 Notary Public

This instrument prepared by: Michael B. Bach
 DeHaan & Bach, L.P.A.
 25 Whitney Drive, Suite 106
 Milford, Ohio 45150
 (513) 489-7522 #sw-576217



KIMBERLEY HOFF
 Notary Public, State of Ohio
 My Commission Expires
 August 25, 2024

DOC # 56745819

Page 2 of 3
 6/10/2022 11:06 AM Recording Fee: \$ 42.00
 Kristen R. Scalise, CPA, CFE, Summit County Fiscal Officer




EXHIBIT "A"

Situated in the City of Akron, County of Summit, State of Ohio:

And known as part of Lot Numbers Six Hundred Eighty Seven (687), Six Hundred Eighty Eight (688) and Six Hundred Eighty Nine (689) in the Fairlawn Reserve Allotment No. 3 as recorded in Plat Book 37, Pages 62-67, Summit County Records and more fully described as follows:

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Permanent Parcel No.: 6707229 PO0010403015000
6707230 PO0010403016000
6707231 PO0010403019000

Prior Instrument Reference: 56462585
 Property Address: 1826 Garyard Rd., Akron, OH 44313

DOC # 56745819

Page 3 of 3
 8/10/2022 11:06 AM Recording Fee: \$ 42.00
 Kristen H. Scallan, CPA, CFE, Summit County Fiscal Officer



Summit County Clerk of Courts

SHERYL MAXFIELD VS MARK DENTE

Case Number: CV-2022-07-2228 File Date: 07/01/2022 Case Type: PRELIMINARY INJUNCTION Judge: ALISON E. MCCARTY

Filing Date	By Attorney	Docket Text	Document
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed THE AEM SERVICES, LLC	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed THE AEM SERVICES	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed SHERYL MAXFIELD	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed SHARON DENTE	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed MARK DENTE	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed LANDMARK PROPERTY DEVELOPMENT	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed CHAD MICHAEL KOHLER	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed AEM WHOLESALE, LLC	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed AEM PRODUCTIONS	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed AEM INVESTMENTS, LLC	No Image
07/06/2022	SUMMIT COUNTY CLERK OF COURTS	Certificate of Mailing Service - Mailed AEM CAPITAL FUND, LTD	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed THE AEM SERVICES, LLC	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed THE AEM SERVICES	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed SHERYL MAXFIELD	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed SHARON DENTE	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed MARK DENTE	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed LANDMARK PROPERTY DEVELOPMENT	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed CHAD MICHAEL KOHLER	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed AEM WHOLESALE, LLC	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed AEM PRODUCTIONS	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed AEM INVESTMENTS, LLC	No Image
07/06/2022	MAXFIELD, SHERYL	Certificate of Mailing Service - Mailed AEM CAPITAL FUND, LTD	No Image

07/01/2022	MAXFIELD, SHERYL	TEMPORARY RESTRAINING ORDER. THIS ORDER IS EFFECTIVE UPON IS ENTRY. NO SECURITY BOND SHALL BE REQUIRED OF THE PLAINTIFF PURSUANT TO CIV. R. 65(C). THIS ORDER SHALL REMAIN IN FORCE FOR 14 DAYS PURSUANT TO CIV. 65 (A) AND SUBJECT TO FURTHER ORDER OF THE COURT. A PRELIMINARY INJUNCTION HEARING SHALL BE SCHEDULED OR HEARING ON JULY 15, 2022 AT 10:30 A.M. THE CLERK OF COURTS SHALL SERVE A COPY OF THIS ORDER UPON ALL DEFENDANTS AS IDENTIFIED IN THE COMPLAINT AND AT THOSE ADDRESSES. AM	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING THE AEM SERVICES, LLC	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING THE AEM SERVICES	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING MAXFIELD, SHERYL	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING DENTE, SHARON	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING DENTE, MARK	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING LANDMARK PROPERTY DEVELOPMENT	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING KOHLER, CHAD MICHAEL	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING AEM WHOLESALE, LLC	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING AEM PRODUCTIONS	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING AEM INVESTMENTS, LLC	View Document
07/01/2022	MAXFIELD, SHERYL	NOTICE ISSUED - CERTIFICATE OF MAILING AEM CAPITAL FUND, LTD	View Document
07/01/2022	KOHLER, CHAD	CIVIL COMPLAINT FILED	View Document
07/01/2022	KOHLER, CHAD	INSTRUCTIONS TO CLERK FOR SERVICE	View Document
07/01/2022	KOHLER, CHAD	NOTICE OF APPEARANCE OF COUNSEL	View Document
07/01/2022	KOHLER, CHAD	MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTIVE RELIEF	View Document

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY

<p>SHERYL MAXFIELD, DIRECTOR STATE OF OHIO DEPARTMENT OF COMMERCE 23RD FLOOR 77 SOUTH HIGH STREET COLUMBUS, OH 43215</p> <p style="text-align: center;">PLAINTIFF,</p> <p>v.</p> <p>MARK DENTE, INDIVIDUALLY AND AS TRUSTEE OF THE MARK AND SHARON DENTE LIVING TRUST DATED FEBRUARY 22, 2000 498 WESTON COURT COPLEY, OHIO 44321</p> <p>and</p> <p>SHARON M DENTE, INDIVIDUALLY AND AS TRUSTEE UNDER THE MARK AND SHARON DENTE LIVING TRUST DATED FEBRUARY 22, 2000 498 WESTON COURT COPLEY, OHIO 44321</p> <p>and</p> <p>THE AEM SERVICES, LLC 2998 W. MARKET STREET</p>	<p>CASE NO. _____</p> <p>JUDGE _____</p> <p>VERIFIED COMPLAINT FOR TEMPORARY, PRELIMINARY, AND PERMANENT INJUNCTIVE RELIEF, AND APPLICATION FOR THE APPOINTMENT OF A RECEIVER AND ORDER OF RESTITUTION</p>
---	---

Sandra Kurt, Summit County Clerk of Courts

<p>FAIRLAWN, OHIO 44333 and THE AEM SERVICES, LLC D/B/A AEM FUNDING 2998 W. MARKET STREET FAIRLAWN, OHIO 44333 and AEM WHOLESALE, LLC 2998 W. MARKET STREET FAIRLAWN, OHIO 44333 and AEM PRODUCTIONS, LLC 2998 W. MARKET STREET FAIRLAWN, OHIO 44333 and AEM INVESTMENTS, LLC 2998 W. MARKET STREET FAIRLAWN, OHIO 44333 and AEM CAPITAL FUND, LTD 2998 W. MARKET STREET FAIRLAWN, OHIO 44333 and LANDMARK PROPERTY DEVELOPMENT, LTD F/K/A LANDMARK REAL ESTATE ENDEAVERS, LTD. C/O MARK DENTE, STATUTORY AGENT 498 WESTON COURT COPLEY, OHIO 44321, DEFENDANTS.</p>	
---	--

Plaintiff, the Director of the Ohio Department of Commerce (the "Director"), alleges as follows:

SUMMARY OF ALLEGATIONS AND RELIEF SOUGHT

1. The Director brings this action to stop an ongoing fraudulent scheme in which Defendants have raised millions of dollars from dozens of investors throughout the State of Ohio. Since at least June 2016, Defendants have engaged in and continue to engage in a pattern and practice of misusing investor funds that were supposed to be earmarked solely for investment purposes to instead enrich themselves personally and fund a lavish lifestyle.

2. Defendant Mark Dente purports to manage a portfolio of real estate investments. He entices investors, some of them elderly and on fixed incomes, with promises of significant returns, including in some instances returns as high as 36% over nine months. Dente sells investors securities primarily in the form of promissory notes and LLC interests. The investments are issued from various entities that Dente and his wife, Sharon Dente, own or control.

3. The Dentes own or control numerous purported investment businesses, many with similar names, all of which are referred to collectively herein as the "Dente Businesses." Since 2016, the primary Dente Businesses through which Defendants have raised investor funds include AEM Services, LLC; The AEM Services, LLC d/b/a AEM Funding; and AEM Capital Fund, Ltd. In addition to these entities, the Dentes also own or control AEM Wholesale, LLC; AEM Investments, LLC; AEM Productions, LLC; and Landmark Property Development, Ltd. f/k/a Landmark Real Estate Endeavors [sic], Ltd. Upon information and belief, all the Dente Business have been used by Dente to improperly commingle and misappropriate investor funds.

4. Dente tells investors that their money will be used solely to purchase and renovate real estate properties owned or operated by the Dente Businesses. In reality, a significant portion of the money that investors entrust to Dente is not used for investment purposes but rather treated

by Dente as his own personal slush fund. Dente transfers and commingles investor funds into his personal banking accounts and improperly uses those funds to make numerous non-business purchases or other payments benefiting only himself or his family or friends.

5. By way of example, such improper payments include, but are not limited to, the following:

- \$217,454 of investors' funds have been used to make mortgage payments on the personal residence of Mark and Sharon Dente between December 2016 and May 2022.
- \$197,337.50 of investors' funds have been used to purchase a vacation house for Dente and his wife on or about May 31, 2019.
- \$518,901.25 of investors' funds have used to purchase a personal residence for Dente's business partner on or about October 11, 2019.

6. In addition, Dente has used investor funds to purchase multiple personal watercrafts registered in the names of either the Dentes or their children; make college tuition payments; pay personal medical bills; purchase gas and groceries; make debit purchases at local restaurants; and even pay personal subscriptions for Spotify and Amazon Prime.

7. Dente also uses newly-acquired investor funds to repay prior investors in classic Ponzi-scheme fashion. Dente deposits investor funds directly into various business and personal accounts, including accounts in the name of Mark and Sharon Dente and accounts in the name of the Dente Businesses. Of approximately \$13 million that was raised from investors since November 2016, much of the money was either improperly used by Dente for non-business purposes or paid to earlier investors.

8. By virtue of the misconduct further described herein, Defendants Dente and the Dente Businesses engaged in securities fraud in violation of Sections 1707.44(B)(4) and 1707.44(G) of the Ohio Securities Act, R.C. §§ 1707.01 *et seq.*

9. The Director requests, pursuant to R.C. § 1707.261, that the Court order Defendants to make restitution to any purchasers or holders of securities who have been damaged by Defendants' violations of the Ohio Securities Act.

10. The Director also requests, pursuant to R.C. § 1707.26 and Rule 65 of the Ohio Rules of Civil Procedure, that the Court temporarily, preliminarily, and permanently restrain and enjoin Defendants' unlawful actions. Filed concurrently with this Verified Complaint is the Director's Motion for Temporary Restraining Order and Preliminary Injunctive Relief. As explained in that Motion, the Director is statutorily entitled to a temporary restraining order and preliminary injunction under R.C. § 1707.26, and the requirements for temporary and preliminary injunctive relief under Civil Rule 65 are satisfied, as well.

11. In particular, emergency relief is necessary to stop the fraud, maintain the status quo, and preserve assets sufficient for Defendants to make restitution to any purchasers or holders of securities pursuant to R.C. § 1707.261 and any final judgment of this Court.

12. Furthermore, the Director requests the Court's appointment of a receiver, pursuant to R.C. § 1707.27, to help ensure that all assets unlawfully procured and held by Defendants are recovered and to establish a process for the fair and equitable distribution of such assets among those who have been harmed by Defendants' scheme. The issuance of a TRO will maintain the status quo of Defendants' assets and business records until this Court can consider and rule on the Director's application for the appointment of a receiver.¹

¹ On June 22, 2022, Judge Cosgrove issued an *ex parte* Order Appointing Receiver in the pending matter of *Christopher Longo v. The AEM Services, LLC, et al.*, Summit Cty. C.P. Case No. CV-2022-05-1754. The *Longo* case involves a sole individual plaintiff asserting cognovit claims against AEM Services and Mark Dente. The receiver appointment is limited to AEM Services and was made pursuant to R.C. §§ 2735.01 *et seq.* Here, the Director seeks the appointment of a receiver over all the Dente Businesses, not just AEM Services, pursuant to R.C. § 1707.27.

JURISDICTION AND VENUE

13. This Court has jurisdiction over this matter pursuant to R.C. §§ 1707.26, 1707.261, and 1707.27.

14. Venue lies in this Court pursuant to Civ.R. 3(B) and Civ.R. 3(E) in that, at all relevant times one or more Defendants have been located or have resided in Summit County, Ohio, and have engaged in activities that violate R.C. Chapter 1707, the Ohio Securities Act, in Summit County, Ohio.

PARTIES

15. Plaintiff is the Director of the Ohio Department of Commerce and in that official capacity as Director, is responsible through the Division of Securities (the "Division") to regulate securities sales in the State of Ohio, including enforcing the Ohio Securities Act.

16. Defendant Mark Dente ("Dente") is an Ohio resident. He is the managing member, President, and Owner of the Dente Businesses, and is a trustee for the Mark and Sharon Dente Living Trust Dated February 22, 2000.

17. Defendant Sharon Dente ("S. Dente") is an Ohio resident. Upon information and belief, she is or was a member of Defendant Landmark Property Development, Ltd. f/k/a Landmark Real Estate Endeavors, Ltd., and is a trustee for the Mark and Sharon Dente Living Trust Dated February 22, 2000.

18. Defendant The AEM Services, LLC ("AEM Services") is a domestic limited liability company that was registered with the State of Ohio on June 15, 2016. Dente is the Managing Member, President, and Owner of AEM Services. On June 28, 2017, AEM Services filed with the State of Ohio a Trade Name Registration for AEM Funding.

19. Defendant AEM Wholesale, LLC ("AEM Wholesale") is a domestic limited liability company registered with the State of Ohio on March 20, 2019, by Dente, the Managing Member, President, and Owner of AEM Wholesale.

20. Defendant AEM Productions, LLC ("AEM Productions") is a domestic limited liability company registered with the State of Ohio on March 14, 2019, by Dente, the Managing Member, President, and Owner of AEM Productions.

21. Defendant AEM Investments, LLC ("AEM Investments") is a domestic limited liability company registered with the State of Ohio on March 14, 2019, by Dente, the Managing Member, President, and Owner of AEM Investments.

22. Defendant AEM Capital Fund, Ltd ("AEM Capital") is a domestic limited liability company registered with the State of Ohio on October 30, 2019. Dente is the Managing Member of AEM Services, which is the Managing Member of AEM Capital.

23. Defendant Landmark Property Development, Ltd. f/k/a Landmark Real Estate Endeavors, Ltd. ("Landmark") is a domestic limited liability company registered with the State of Ohio on December 10, 1998. On the date of filing, Dente and S. Dente were members of Landmark. On January 25, 1999, Landmark Real Estate Endeavors, Ltd. filed a Certificate of Amendment with the State of Ohio changing its name to Landmark Property Development, Ltd.

24. The Dente Businesses operate from a primary business location of 2998 West Market Street, Fairlawn, Ohio 44333 in Summit County, Ohio. There is a virtual office for the Dente Businesses which receives mail located at 20 S. Third Street, Suite 210, Columbus, Ohio 43215. The Dente Businesses also, at times relevant, operated from the personal residence of Mark and Sharon Dente at 489 Weston Court, Copley, Ohio 44321.

THE FRAUDULENT OFFERINGS

25. **Promissory Notes Issued by AEM Services and Mark Dente:** Dente has induced investors to invest in promissory notes issued by both AEM Services and Dente personally. The notes are typically signed by Dente both individually and in his capacity as Manager of AEM Services.

26. The promissory notes sold by Dente and AEM Services contain a variety of maturity dates and interest rates. An example of a promissory note that Dente and AEM Services has sold to numerous investors contains a nine-month term and promises investors a "Total Profit" return of 36% on the principal investment amount.

27. When selling promissory notes to investors, Dente tells investors that their funds will be used to purchase and renovate real estate discounted through foreclosure and bank sales or through Dente's contacts in the real estate business. Dente does not tell investors that he commingles investor funds in his own personal accounts or that he uses investor funds for his own personal use and to repay prior investors.

28. An analysis of records obtained from the Dente Businesses and a third-party custodian finds that at least 79 people have invested \$13.6 million or more in promissory notes issued by Defendants since June 15, 2016.

29. **LLC Membership Interests Issued by AEM Capital Fund:** Dente has induced investors to invest in LLC membership interests issued by AEM Capital Fund.

30. An Offering Memorandum for AEM Capital Fund dated November 5, 2019, indicates that the AEM Capital Fund offers investors units of membership interest at \$25,000 per units and requires a minimum investment of \$100,000.

31. The Offering Memorandum claims that the purpose of the fund is to invest in single-family real estate in the City of Cleveland and the surrounding metropolitan area. The fund purportedly seeks to “[f]ind above average market returns acquiring undervalued in- and off-market properties and quickly turn them into cash.”

32. The Offering Memorandum further claims that the fund “may own interests in real property including fixtures, attachments, personal property, etc. [The fund] may also hold partnership, LLC, or other forms of equity or revenue interests in joint ventures or other forms of real estate ownership. [The fund] and/or our affiliates may also own equipment, supplies and other material in connection with our planned activities.”

33. Nowhere does the Offering Memorandum disclose that Dente commingles investor funds in his own personal accounts or that he uses investor funds for his own personal use.

34. Records obtained from the Dente Businesses disclosed that at least 18 people have invested at least \$2.7 million or more in the membership interests sold by AEM Capital Fund through Dente and others since October 30, 2019.

**DEFENDANTS’ MISREPRESENTATIONS, OMISSIONS, AND MISUSE OF
INVESTOR FUNDS**

35. Dente and the Dente Businesses have misrepresented to investors and potential investors that the money they invest in the Dente Businesses is used to conduct the purported business of each respective issuer. Investors are not told that, in fact, a significant portion of investor proceeds is used to repay redeeming investors or is used for personal expenditures to benefit Mark and Sharon Dente, their family members, and associates.

36. Rather than depositing and using investors’ funds for business purposes, Dente commingled investors’ funds. After receiving investor funds, Dente transferred those funds through multiple accounts held in the name of various entities that he controlled, including

accounts held in the name of the various Dente Businesses and personal accounts held at various third-party banks. Substantial amounts of the funds that Dente received from new investors was transferred to redeeming investors or to Dente himself. In some instances, Dente transferred nearly all the investor money to himself. In other cases, the transfers were more complex, with Dente commingling funds in different accounts and transferring the money elsewhere, including to himself and redeeming investors.

37. An analysis of bank records show that Dente has used \$217,454 of investors' funds to make mortgage payments on his personal residence between December 2016 and May 2022.

38. An analysis of property records in Northeast Ohio shows that investor funds were used to purchase a private lake house that Dente holds out to investors as his own property. Specifically, real estate located in Summit County at 4163 Melcher Avenue, Fairlawn, Ohio 44319 titled in the name of AEM Services was used by and held out to investors by Defendants Dente and S. Dente as their personal lake house. Approximately \$197,337.50 of investors' funds were used for this purchase.

39. Investor funds were used to purchase a private residence for one of Dente's business associates. Specifically, Stark County records show property located at 4870 Shady Knoll Avenue N.W., Massillon, Ohio 44646, is titled in the name of AEM Investments, LLC. This property was, at times relevant, the personal residence of Jason Ramus, the Vice President of Business Development for one or more of Dente's Businesses. Approximately \$518,901.25 of investors' funds were used for this purchase.

40. Investor funds were used to purchase multiple personal watercrafts registered in the names of either the Dentes or their children. On or about June 1, 2020, Sharon Dente and Mark Dente purchased a Bennington boat for personal use, HIN ETWJ4839D020. The bank records

show that on June 1, 2020, check number 2948 from bank account number ending xx3937, in the name of The AEM Services, LLC, was written to Boat Masters Marina in the amount of \$44,365.47 for purchase of the boat. The title and buyer's order for the boat are in the name of Sharon Dente. The check for purchase bears the signature of Mark Dente.

41. On or about May 30, 2019, investors' funds were used to purchase a jet ski that is registered in the name of Dente's son.

42. On about August 8, 2018, investors' funds were used to make a tuition payment to the College of Wooster in the amount of \$19,800.

43. Dente and the Dente Businesses tout their alleged business acumen to investors and prospective investors by claiming a history of investment success. For example, on a website that Dente operates, www.theaemservices.com [last visited June 30, 2022], Dente claims to have achieved above-average returns for nearly 20 years. Any such claim is unfounded. Since 2004, Dente, his spouse, and various Dente Businesses have been the subject of not less than 193 civil suits filed in Summit and Stark Counties alone. Most of these lawsuits prior to 2022 involve bank and tax foreclosures. More recent lawsuits involve investors asserting claims based on the promissory notes that Defendants sold.

44. Dente and the Dente Businesses also misrepresented to investors the ongoing performance – or lack thereof – of their investments. Dente falsely told investors that their funds were invested and generating investment returns. In certain cases, Dente and the Dente Businesses provided investors with interest payments. In other cases, Dente and the Dente Businesses provided investors with all or part of their funds, with returns. These were Ponzi scheme payments derived from new investor funds rather than actual investment returns. Defendants would solicit investors to rollover and/or reinvest their investments into new promissory notes in lieu of

providing returns of principal and interest in order to keep the scheme afloat. Dente and the Dente Businesses have failed to fulfill the requests of numerous investors to redeem their investments. Just recently, between May 9, 2022 and June 6, 2022, 21 civil cases have been filed in Summit County by investors naming Dente and AEM Services as defendants.

SPECIFIC MISREPRESENTATIONS AND OMISSIONS TO INVESTORS NO. 1 AND 2

45. In the course of its investigation, the Division has interviewed numerous investors, including persons described herein as Investors No. 1 and 2. The allegations of misrepresentations and omissions with respect to these two particular investors are provided here as specific examples of the type of misconduct in which Defendants have engaged in. It should not be inferred from these allegations that Defendants' misconduct is limited to these two investors only. The fact is, Defendants have engaged in similar misconduct with respect to dozens of other investors, as well.

46. Investor No. 1 is a 77-year-old resident of Ohio who has known Dente for over 36 years. She has more than \$1.5 million invested with Dente and his businesses and received promissory notes in return for her investments.

47. Dente told Investor No. 1 that her investments would be used to purchase and rehabilitate properties, that he had personally invested the same amount as her in each investment, and that they would split the profits received when the properties were sold. She continued to rollover the investment and returns into new investments with Dente and his companies. Investor No. 1 invested with Dente in order to secure funds for long term care as she aged. Dente touted his success by showing her pictures of "his" lake house, which he said he owned.

48. On April 25, 2019, an investment check from Investor No. 1 in the amount of \$32,500 was deposited into Dente's personal bank account ending XX9912. The balance in the account on the prior day was \$4,519.69. After Investor No. 1's check was deposited, Dente took

cash withdrawals exceeding \$10,000, and used funds from the account for purchases at various restaurants (often making debit card purchases at several different restaurants in the same day), gas stations, Amazon Prime, Sports Clips, Best Buy, Hondros College, Spotify, ALDI supermarket, and CVS. On May 3, 2019, two mortgage payments totaling over \$3,500 for the mortgage secured by the personal residence of Dente and S. Dente at 498 Weston Court, Copley, Ohio, were paid from the XX9912 account.

49. Investor No. 1 received some returns early on, but has had difficulty receiving any returns or a return of principal since then.

50. Investor No. 2 is a 70-year-old Ohio resident who invested over \$750,000 with Dente after a presentation Dente made in Napoleon, Ohio, to a group of potential investors in 2019. Investor No. 2 began investing with \$100,000, for which returns were paid. Dente offered short-term promissory notes that paid returns from 14% to over 27% over the term of the notes. Dente told Investor No. 2 that his investment would be used to purchase discounted homes at wholesale from lenders, which would then be quickly sold for a profit. During the presentation, Dente told the investors that he had significant success in his businesses generating returns of 40-50%. Dente's business model then morphed to include purchase of real estate, rehabilitation, and resale, or "flipping" homes.

51. Investor No. 2 received some returns on his investment shortly after his initial investments, but he has two investments totaling \$950,000 still outstanding. Dente did not tell Investor No. 2 that his investment would be used to pay prior investors. Specifically, on February 27, 2020, an investment check of \$750,000 was deposited into a bank account ending XX3937 in the name of The AEM Services, LLC. On February 27, 2020, there were payments made from

account XX3937 in excess of \$822,000 including checks in the amounts of \$132,373, \$6,171.77 and \$50,000 to prior investors.

FIRST CAUSE OF ACTION – FALSE REPRESENTATION IN SELLING SECURITIES

52. Plaintiff restates paragraphs 1 through 51 as if fully rewritten herein.

53. The investments sold by Dente and the Dente Businesses are securities as defined by R.C. § 1707.01(B).

54. When selling these securities to investors, Defendants knowingly made or caused to be made false representations or omissions concerning material and relevant facts, in oral statements or in writing, in violation of R.C. § 1707.44(B)(4).

55. As a result of Defendants' violations of Ohio law, the Director is entitled under the Ohio Securities Act to seek injunctive relief; request restitution for all injured investors; and request the appointment of a receiver.

SECOND CAUSE OF ACTION – SELLING BY MEANS OF ILLEGAL, FRAUDULENT OR PROHIBITED ACT OR PRACTICE

56. Plaintiff restates paragraphs 1 through 55 as if fully rewritten herein.

57. When selling securities to investors, Defendants knowingly engaged in acts or practices that are declared illegal, defined as fraudulent, or prohibited under Ohio law, in violation of R.C. § 1707.44(G).

58. As a result of Defendants' violations of Ohio law, the Director is entitled under the Ohio Securities Act to seek injunctive relief; request restitution for all injured investors; and request the appointment of a receiver.

PRAYER FOR RELIEF

WHEREFORE, pursuant to R.C. § 1707.26, R.C. § 1707.261, and R.C. § 1707.27, Plaintiff demands the Court order the following relief:

1. Temporarily, preliminarily, and permanently enjoin Defendants, under their names or any other names, and any of their agents, servants, representatives, employees, partners, officers, directors, successors and assigns, personally or through any other device, from engaging in the following acts:
 - a. Selling, offering to sell, or otherwise transferring securities, in violation of R.C. § 1707.44, and/or any other provision of the Ohio Securities Act, R.C. §§ 1707.01 through 1707.45;
 - b. Selling, offering to sell, or otherwise issuing securities that are not in compliance with the provisions of the Ohio Securities Act, R.C. §§ 1707.01 through 1707.45, *et seq.* without prior approval of this court;
 - c. Buying, selling or transferring any real estate without prior approval of this court;
 - d. Transferring, selling, converting, disposing of, spending, or otherwise exercising authority over any funds or property belonging to Defendants, or that which was created, paid for, or financed by investors in the Dente Businesses;
 - e. Transferring any funds to or from any bank account held in the name of any Defendant or any other persons or entities owned or controlled by them without the approval of the Court, except for paying ordinary living expenses, ordinary business expenses, any medical expenses, attorney fees, or any costs associated with this litigation;

- f. Engaging in any deceptive, fraudulent or manipulative act, practice or transaction in connection with the sale of securities in violation of R.C. §§ 1707.01 to 1707.45;
 - g. Destroying, mutilating, concealing, or altering or disposing of in any manner, any of the books, records, documents, correspondence, sales literature or other property of Defendants including, but not limited to, property that relates to or refers to sales of securities; and
 - h. Returning money to investors in any Dente Businesses.
2. Appoint a receiver to manage and operate Defendants, The AEM Services, LLC, The AEM Services, LLC D/B/A AEM Funding, AEM Wholesale, LLC, AEM Investments, LLC, AEM Productions, LLC, AEM Capital Fund, Ltd., Landmark Property Development, Ltd. f/k/a Landmark Real Estate Endeavors and their subsidiaries, under their names or any other names, their agents, servants, representatives, employees, partners, officers, directors, affiliates, successors and assigns, with the authority granted pursuant to R.C. § 1707.27 and with the authority, if necessary, to liquidate the assets of them for the benefit of investors and creditors.
3. Order restitution pursuant to R.C. § 1707.261.
4. Any other necessary and appropriate relief.

(signature on next page)

Respectfully submitted,

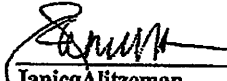
DAVE YOST (0056290)
Attorney General of Ohio

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Fax: (866) 514-0279
Chad.Kohler@OhioAGO.gov

Counsel for Plaintiff

VERIFICATION

I, Janice Hitzeman, Attorney Inspector for the Division of Securities, Ohio Department of Commerce, having read the foregoing complaint hereby certify that to the best of my knowledge and belief the allegations contained therein are true and correct.

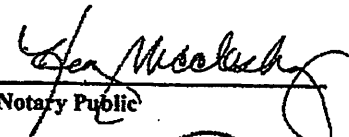


Janice Alitzeman
Attorney Inspector
Division of Securities
Ohio Department of Commerce
77 South High Street - 22nd Floor
Columbus, Ohio 43215
(614) 644-7381

STATE OF OHIO)
COUNTY OF FRANKLIN)

Before me, the undersigned notary public, personally appeared **Janice Hitzeman**, who, upon being duly sworn, states that she has read and understood the foregoing Verified Complaint and voluntarily signed same.

Sworn to and subscribed before me this 30th day of JUNE, 2022.



Notary Public



Ha. J. N. McCleskey, Jr.
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 ORC

It is therefore ORDERED and ADJUDGED that, pursuant to R.C. § 1707.26 and Civil Rule 65, the above-named Defendants, including all the Dente Businesses, under their names or any other names, and any of their agents, servants, representatives, employees, partners, officers, directors, successors and assigns, personally or through any other device, are hereby restrained immediately from:

1. Selling, offering to sell, or otherwise transferring securities, in violation of R.C. 1707.44, and/or any other provision of the Ohio Securities Act, R.C. 1707.01 through R.C. 1707.45;
2. Selling, offering to sell, or otherwise issuing securities that are not in compliance with the provisions of the Ohio Securities Act, R.C. 1707.01 through R.C. 1707.45, et seq. without prior approval of this court;
3. Buying, selling or transferring any real estate without prior approval of this court;
4. Transferring, selling, converting, disposing of, spending, or otherwise exercising authority over any funds or property belonging to Defendants, or that which was created, paid for, or financed by investors in the Dente Businesses;
5. Transferring any funds to or from any bank account held in the name of any Defendant or any other persons or entities owned or controlled by them (including but not limited any accounts maintained at JP Morgan Chase Bank, Key Bank, Huntington Bank, Fifth Third Bank,

Sandra Kurt, Summit County Clerk of Courts

- PNC Bank, Medina Federal Credit Union, or Dollar Bank) without the approval of the Court;
6. Engaging in any deceptive, fraudulent or manipulative act, practice or transaction in connection with the sale of securities in violation of R.C. 1707.01 to R.C. 1707.45;
 7. Destroying, mutilating, concealing, or altering or disposing of in any manner, any of the books, records, documents, correspondence, sales literature or other property of Defendants including, but not limited to, property that relates to or refers to sales of securities; and
 8. Returning money to investors in any Dente Businesses.

This ORDER is effective upon its entry. No security bond shall be required of the Plaintiff pursuant to Civ. R. 65(C). This ORDER shall remain in force for 14 days pursuant to Civ. R. 65 (A) and subject to further order of this Court.

A preliminary injunction hearing shall be scheduled for hearing on July 15, 2022, at 10:30 am.

The Clerk of Courts shall serve a copy of this Order upon ALL DEFENDANTS as identified in the Complaint and at those addresses.

IT IS SO ORDERED.



JUDGE ALISON McCARTY

CC: All counsel of record.

KML

Sandra Kurt, Summit County Clerk of Courts

EXHIBIT C**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

*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-8574
 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 March 18, 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.

Property Address:	1826 Ganyard Road, Akron, Ohio 44313
County:	Summit
Parcel Number:	67-07229
Title In The Name(s) Of:	AEM Productions, LLC
Transfer Information:	AEM Productions, LLC, the grantee, acquired title by Fiduciary Deed from Daniel L. Canale, Trustee of The Daniel L. Canale Revocable Trust, the grantor, filed March 22, 2022 as Instrument No. 56726581 of Summit County, Ohio records.
Matters of Record/Tax Status:	<ol style="list-style-type: none"> 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 \$138,000.00, dated March 21, 2022, filed March 22, 2022 as Instrument No. 56726582, Summit County, Ohio records. 2. UCC Financing Statement showing AEM Productions, LLC (as "Debtor"), and FTF Lending, LLC (as "Secured Party"), filed March 22, 2022 as Instrument No. 56726583, of Summit County, Ohio records. 3. PENDING FORECLOSURE Case No. CV-2022-08-2821, FTF Lending, LLC (as "Plaintiff") vs. AEM Productions, LLC et. al., (as "Defendant(s)"), filed August 19, 2022, in the Summit County Court of Common Pleas, Summit County, Ohio records. 4. 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. 5. 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.

	<p>6. TAXES AND ASSESSMENTS 2021 Tax Duplicate for Parcel Number 67-07229, in the name of Daniel L. Canale, Trustee. The first half tax in the amount of \$1,501.07, including current assessments, if any, is PAID. The second half tax in the amount of \$1,651.18, including current assessments, if any, is UNPAID. Total due to bring taxes current, including current tax due assessments, delinquencies, penalties and interest, if any, is \$1,651.18.</p> <p>Said premises are subject to a special assessment for MO3 STREET LIGHT & SWEEPING in the annual amount of \$66.32 which has been included in the taxes for the year of 2021.</p> <p>Said premises are subject to a special assessment for M43 IMPROVED STREET RESURFACIN in the annual amount of \$93.62 which has been included in the taxes for the year of 2021.</p> <p>Assessed Values: Land: \$9,830, Building: \$33,800.00, Total: \$43,630.</p> <p>TAXES AND ASSESSMENTS 2021 Tax Duplicate for Parcel Number 67-07230, in the name of Daniel L. Canale, Trustee. The first half tax in the amount of \$15.39, including current assessments, if any, is PAID. The second half tax in the amount of \$16.93, including current assessments, if any, is UNPAID. Total due to bring taxes current, including current tax due assessments, delinquencies, penalties and interest, if any, is \$16.93.</p> <p>Assessed Values: Land: \$460, Building: \$0, Total: \$460.</p> <p>TAXES AND ASSESSMENTS 2021 Tax Duplicate for Parcel Number 67-07231, in the name of Daniel L. Canale, Trustee. The first half tax in the amount of \$26.45, including current assessments, if any, is PAID. The second half tax in the amount of \$29.10, including current assessments, if any, is UNPAID. Total due to bring taxes current, including current tax due assessments, delinquencies, penalties and interest, if any, is \$29.10.</p> <p>Assessed Values: Land: \$790, Building: \$0, Total: \$790.</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>
Legal Description:	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 March 18, 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.

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

1826 GANYARD ROAD, AKRON, OH 44313, PPN 67-07229

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 1826 Ganyard Road, Akron, OH 44313, (PPN 67-07229) (the “Property”) to Karen Little or an assignee identified by her (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 Preliminary Judicial Report, 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:

- A. All capitalized terms not defined herein shall have the same meaning as set forth in the Sale Motion; and
- B. This Court has jurisdiction to hear and determine the Sale Motion; and
- C. 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
- D. 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

E. 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

F. 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

G. 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

H. 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

I. 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

J. 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).

K. 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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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, her successors or assigns, or the Property.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. The Receiver is authorized to pay the customary costs of sale, including the customary fee to Howard Hanna Realtors *but excluding any other real estate brokers fees* (the “Sale Expenses”) from the Sale Proceeds.

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

13. 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.

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

IT IS SO ORDERED.

JUDGE PATRICIA A. COSGROVE

Prepared by:

/s/ Mary K. Whitmer

Mary K. Whitmer (0018213)

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One of the Attorneys for Mark E. Dottore