

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.)

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

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

NOTICE OF DEADLINE FOR FILING OBJECTIONS
SEE PAGE 12

2567 CHANNING ROAD, UNIVERSITY HEIGHTS, OHIO 44118

PPN: 722-19-080

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 2567 Channing Road, University Heights, Ohio 44118 (PPN: 722-19-080)(the “**Property**”) to Odyssey Services LLC c/o Kin Ng or their assigns

(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 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

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.

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 The AEM Services, LLC.

The Property to Be Sold and the Proposed Sale

8. The Property is located at 2567 Channing Road, University Heights, Ohio 44118 (PPN: 722-19-080). The Receiver believes and accordingly asserts that, in his best business judgment, it is in the best interest of all parties and creditors of the receivership to sell the Property free and clear of liens to the Buyer pursuant to the Purchase Agreement.

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

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

marketing and advertising and therefore the highest values for real estate listed for sale. The Receiver maintains that the Property's listing on the MLS, its public advertising and the method of sale provides sufficient basis for establishment of the value of the Property at \$145,000.00.

Liens and Lien Priorities

11. Attached to this Motion is a Preliminary Judicial Report (“**PJR**”) performed by Old Republic National Title Insurance Company (“**Old Republic**”) as Exhibit B. Also attached to this Motion is a Limited Lien Search (“**LLS**”) (collectively with PJR, the “**Judicial Reports**”) which was prepared by Everest Land Title Agency, Ltd. (“**Everest**”), as Exhibit C.

12. The Judicial Reports 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 August 30, 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 The AEM Services, LLC, an Ohio limited liability Company, to FTF Lending, LLC, a Delaware limited Liability Company, in the amount of \$195,000.00, dated December 17, 2021, filed December 23, 2021 as Instrument No. 202112230872, Cuyahoga County, Ohio records.
- b. UCC FINANCING STATEMENT showing The AEM Services, LLC (as "Debtor"), and FTF lending, LLC (as "Secured Party"), filed December 23, 2021 as Instrument No. 202112239018, of Cuyahoga County, Ohio records.
- c. PENDING FORECLOSURE Case No. CV-22-967422, FTF Lending, LLC (as "Plaintiff") vs. AEM Services, LLC, et. al., (as "Defendant(s)"), filed August 15, 2022, in the Cuyahoga County Court of Common Pleas, Cuyahoga County, Ohio records.

- d. JUDGMENT LIEN in favor of James C. Miller against The AEM Services LLC and Mark Dente in the amount of \$887,875.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1755, Judgment lien Case No. JI-22-092367, filed June 22, 2022, Cuyahoga County, Ohio records.
- e. JUDGMENT LIEN in favor of Robert Novacek against The AEM Services LLC and Mark Dente in the amount of \$790,215.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1756, Judgment lien Case No. JI-22-095201, filed November 11, 2022, Cuyahoga County, Ohio records.
- f. JUDGMENT LIEN in favor of Walter F. Senk against The AEM Services LLC and Mark Dente in the amount of \$162,820.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1513, Judgment Lien Case No. JL-22-090669, filed June 2, 2022, Cuyahoga County, Ohio records.
- g. JUDGMENT LIEN in favor of Walter F. Senk against The AEM Services LLC and Mark Dente in the amount of \$337,012.60, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1511, Judgment Lien Case No. JL-22-090670, filed June 2, 2022, Cuyahoga County, Ohio records.
- h. JUDGMENT LIEN in favor of Darrel Seibert, II against The AEM Services LLC and Mark Dente in the amount of \$4,896,860.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1648, Judgment Lien Case No. JL-22-092367, filed May 26, 2022, Cuyahoga County, Ohio records.
- i. SUMMIT COUNTY COMMON PLEAS Case No. CV-2022-05-1754, Christopher Longo vs The AEM Services, et al., Cognovit Action, filed May 27, 2022, in the amount of \$3,165,500.00.
 - i. NOTE: Order appointing receiver, Mark E. Dottore, filed June 22, 2022.
- j. SUMMIT COUNTY COMMON PLEAS Case No. CV-2022-07-2228, Sheryl Maxfield, Director, State of Ohio Department of Commerce, Plaintiff, vs. Mark Dente, et al, Defendant, Preliminary Injunction, filed July 1, 2022.

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

13. Additionally, the Receiver is aware of other potential Judgment Liens against the Property which do not appear in the Judicial Reports. These potential Judgment Liens are as follows:

- a. JUDGMENT LIEN in favor of Elliot Melis against The AEM Services LLC, et. al., in the amount of \$675,000.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG043315, Franklin County, Ohio records.
- b. JUDGMENT LIEN in favor of Robert Hammond against The AEM Services LLC in the amount of \$393,397.50, plus interest, penalty and costs if any, in the Hamilton County Court of Common Pleas, Originating Case No. A2201736, Judgment Lien Case No. 022025092, filed July 21, 2022, Hamilton County, Ohio records.
- c. JUDGMENT LIEN in favor of Walter F. Senk, against The AEM Services LLC and Mark Dente, in the original amount of \$841,240.00 filed on June I, 2022, in Case Number JL-2022-5719, in the Clerk of Court Records.
- d. JUDGMENT LIEN in favor of Ali Aljibouri, against Mark Dente and The AEM Services, LLC, in the original amount of \$632,753.00 filed on June 9, 2022, in Case Number JL-2022-5949, in the Clerk of Court Records.
- e. JUDGMENT LIEN in favor of Laura Seibert, against Mark Dente and The AEM Services, LLC, in the original amount of \$1,673,503.00 filed on June 14, 2022, in Case Number JL-2022-5953, in the Clerk of Court Records.
- f. JUDGMENT LIEN in favor of SP Investment Services, LLC, against The AEM Services, LLC and Mark Dente, in the original amount of \$1,168,838.00 filed on June 15, 2022, in Case Number JL-2022-5957, in the Clerk of Court Records.
- g. JUDGMENT LIEN in favor of Kyle Arganbright et. al., against The AEM Services, LLC and Mark Dente, in the original amount of

\$14,107,607.00 filed on June 15, 2022, in Case Number JL-2022-6003, in the Clerk of Court Records.

- h. JUDGMENT LIEN in favor of Laura Seibert Trustee of the John M. and Joyce Hammontree Irrevocable Trust, against Mark Dente and The AEM Services LLC, in the original amount of \$85,100.00 filed on June 23, 2022, in Case Number JL-2022-6291, in the Clerk of Court Records.
- i. JUDGMENT LIEN in favor of Ronald Harper against Mark Dente, in the original amount of \$345,000.00 filed on July 12, 2022, in Case Number JL-2022-7080, in the Clerk of Court Records.
- j. JUDGMENT LIEN in favor of Benjamin Petitti, against The AEM Services, LLC and Mark Dente, in the original amount of \$739,750.00 filed on June 24, 2022, in Case Number JL-2022-6293, in the Clerk of Court Records

14. In addition to the liens, encumbrances, and interests noted, the Receiver is aware that there may be claims made by the Cuyahoga 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 may assert claims against the Property.

Relief Requested

15. 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.

16. 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.

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

18. 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 20, 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 20, 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

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER: The undersigned Odyssey Services LLC c/o Kin Ng offers to buy the

2 PROPERTY: Located at 2567 Channing Rd

3 City/University Heights, Ohio, Zip Code 44118

4 Permanent Parcel No. 722-19-080, and further described as being: Single family home

5

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and controls; all permanently attached carpeting. The
11 following selected items shall also remain: [] satellite dish; [] range and oven; [] microwave; [] kitchen
12 refrigerator;
13 [] dishwasher; [] washer; [] dryer; [] radiator covers; [] window air conditioner; [] central air conditioning;
14 [] gas grill; [] fireplace tools; [] screen, [] glass doors and [] grate; [] all existing window treatments;
15 [] ceiling fan(s); [] wood burner stove inserts; [] gas logs; and [] water softener.

16 Also included: All new construction materials AS IS, WHERE IS

17 Fixtures NOT Included: Seller to remove all trash and old items. Garage to be clear and broom swept

Handwritten initials and a digital signature stamp with date 10/14/22 and time 12:43 PM EDT.

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

26 PRICE: Buyer shall pay the sum of \$145,000

27 Earnest money payable to Mark Dottore in the amount of \$ 2,000.00

28 In the form of a [X] check [] other: which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and []

31 Balance of cash to be deposited in escrow \$143,000

32 Mortgage loan to be obtained by Buyer \$NA

33 [] Conventional, [] FHA, [] VA, [X] Other CASH

34 No hassle quick cash close

35

36 FINANCING: Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within NA days and shall obtain a commitment for that
38 loan no later than NA days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a mutual release by Seller and Buyer, the earnest

BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

2021
3/14/22
3:09 PM
[Handwritten initials]

CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before 11/14/2022, and title shall be recorded on or before Nov. 15, 2022. Ohio law requires that closing funds over the amount of \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 0 days by noon (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for --- days. Additional -- days at a rate of \$-- per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

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

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer 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.

Page 2 of 6
BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

[Handwritten signature]

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
 96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
 97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
 98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
 99 in which case Seller shall pay the entire escrow fee), and h) per listing agreement
 100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
 101 \$ 100 from the proceeds due Seller for payment of Seller's final water and
 102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
 104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
 105 deed and any mortgage, d) Document processing/retention fee payable to Key Realty in the amount of \$350. If the closing
 106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
 107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
 108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
 109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
 110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
 111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
 113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
 114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
 115 Limited Home Warranty Plan issued by NA. The cost of \$ ----
 116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
 118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
 119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
 120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
 121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
 122 understands that all real property and improvements may contain defects and conditions that are not readily
 123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
 124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
 125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
 126 inspectors regarding the condition and systems of the property.

127 **Inspections required by any state, county, local government or FHAVA do not necessarily eliminate the**
 128 **need for the Inspections listed below.**

129 **Waiver:** (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
 130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
 131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice		Inspections	Expense	
Yes	No		BUYER	SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

Handwritten notes:
 FS & Wilson FS
 with com app

(list other inspections)

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

- a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in full force and effect; **OR**
- b. Accept the property subject to Seller agreeing to have specific items that were identified in a written inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential Purchase Agreement* removing the inspection contingency and identifying the defects which are to be repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR** Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual release*. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s) (see line 227).

MEGAN'S LAW Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on 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 any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

CONDITION OF PROPERTY: Buyer has examined the property and agrees that the property is being purchased in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential Property Disclosure Form* or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

REPRESENTATIONS AND DISCLAIMERS: Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

Page 4 of 6
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS - Amended: April 2019

SELLER'S INITIALS AND DATE

Handwritten signature and date: 10/22/14

195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 none

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other ABA, POS and AsIs
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

ADDITIONAL TERMS: Seller to leave all new construction materials. Garage to be cleared of trash and broom swept.

AS-IS Where-IS

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
235 against the real estate commission owed the broker as a result of said closing. If said earnest money
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

Handwritten signature and date: 10-12-19

Property Address: 2567 Channing Rd, University Heights, OH 44118

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER Odyssey Services LLC c/o Kin Ng dotloop verified
10/13/22 8:59 PM EDT
GFOX-05W-MHW6-R2EM Address _____

249 Print Name Odyssey Services LLC c/o Kin Ng ZIP _____

250 BUYER _____ Date _____ Phone 216-970-0772

251 Print Name _____ Email _____

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$per MLS _____ or _____ percent (____%) of the

254 purchase price to Key Realty (Selling Broker) Key Realty (Office)

255 and \$per listing agreement _____ plus _____ percent (____%) of the

256 purchase price to _____ (Listing Broker) BHHS Professional Realty (Office)

257 SELLER [Signature] Address _____

258 Print Name Asst. to William E. Wispelkamp, Realtor ZIP _____

259 SELLER _____ Date _____ Phone _____

260 Print Name _____ Email _____

261 Selling Agent Name, RE License Number, Team
262 Leader Name (if applicable), Telephone, Email:

263 Danielle Acosta

264 2018004706

265 _____

266 216-926-4565

267 dacostasells216@gmail.com

Listing Agent Name, RE License Number, Team
Leader Name (if applicable), Telephone, Email:

David Sarver

david@sarverteam.com

268 Selling Brokers Name, BR License Number,
269 Telephone and Email:

270 Key Realty

271 MLS ID 9548

272 440-895-7290

273 Marcy@KeyRealtyAgent.com

Listing Brokers Name, BR License Number
Telephone and Email:

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

2567 Channing Rd, University Hts, OH 44118

Owner's Name(s):

Mark Dottore, Receiver for AEM Services LLC

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

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

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

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

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

OWNER'S CERTIFICATION

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

Owner: [Signature]

Date: 9-27-12

Owner: [Signature]

Date: _____

BUYER'S ACKNOWLEDGEMENT

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

Buyer: Odyssey Services LLC c/o Kevin Ng

Date: 10/13/2012

Buyer: _____

Date: _____

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

AS-IS Addendum A (Mark Dottore, Receiver)

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

Address: 2567 Channing Rd., University Hts. OH 44118 _____ (PPN 651-0053-0146-00)
(the "**Property**")
Buyer: Odyssey Services LLC _____ or Assign
Seller: Mark E. Dottore, as Receiver in the matter of *Longo v. The AEM Services, LLC, et. al.*, Summit County Court of Common Pleas Case No. CV-2022-05-1754 (the "**Seller**" or "**Receiver**")

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

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

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

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

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

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

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

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

Lead Warning Statement

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

2567 Channing Rd, University Hts, OH 44118

Seller's Disclosure

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

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). *Wn/Knm*

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

(b) Records and reports available to the seller (check (i) or (ii) below): *Wn/Knm*

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

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

Purchaser's Acknowledgment (initial)

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

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

(e) Purchaser has (check (i) or (ii) below): *Wn/Knm*

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

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

Agent's Acknowledgment (initial) *Wn/Knm*

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

Certification of Accuracy

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

Seller _____ Date <i>9-17-22</i>	Seller _____ Date _____
Purchaser _____ Date _____	PU <i>Odyssey Services LLC c/o Kim Ng</i> dotloop verified 10/13/22 8:58 PM EDT IZCX-DYBQ-9JMU-RXFO
Agent <i>David Sarver</i> dotloop verified 09/12/22 2:42 PM EDT 63GN-KHPR-DGBM-YJMN	AGT <i>Danielle M. Acosta</i> dotloop verified 10/13/22 8:48 PM EDT RUAK-6800-GX3X-0MPD

EXHIBIT B



PRELIMINARY JUDICIAL REPORT

File No.: 20220045PJR

PJR No.: PJR80793117

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 \$169,162.38 that it has examined the public records in Cuyahoga County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in The AEM Services LLC by instrument recorded in Document No. 202112230871 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 20, 2022 at 07:29 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(812) 371-1111

Issued By:
Kingdom Title Solutions, Inc.

By: Sarah B. Woods
Authorized Officer or Agent

By: Mark A. Bilsby President
Attest: David Wald Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Situated in the City of University Heights, County of Cuyahoga, State of Ohio:

And known as being Sublot No. 276 in the Rapid Transit Land Company's Subdivision No. 15 of part of Original Warrensville Township Lot No. 15, as shown by the recorded plat in Volume 73 of Maps, Page 1 of Cuyahoga County Records and being 45 feet front on the Easterly side of Channing Road and extending back of equal width 132 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 722-19-080

For Informational Purposes Only:

Commonly known as 2567 Channing Road, Cleveland, OH 44118

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**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. Listed for taxes in the County Treasurer's Tax Duplicate for the year 2021:
The AEM Services, LLC

PN: 722-19-080

Taxes and assessment for the first half of 2021, in the amount of \$3,535.15 are Paid.

Taxes and assessment for the second half 2021, in the amount of \$3,535.15 are due and payable by 7/14/22.

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

- M208500D-Street Lights University Hts - \$18.18 per half
- M128598F-Sewer Operating Univ Hts - \$32.32 per half
- M128598G-Sewer Capital Univ Hts - \$7.07 per half
- M268600D-Shade Trees University Heights - \$15.91 per half

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 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.

- 3. Mortgage from The AEM Services, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company, covering caption premises, in the amount of \$195,000.00, dated December 17, 2021, recorded December 23, 2021, and recorded as Instrument No. 202112230872 of Cuyahoga County Records.
- 4. UCC Financing Statement naming FTF Lending, LLC, as secured party, and The AEM Services, LLC, as debtor, filed December 23, 2021 of record in Instrument No. 202112239018.
- 5. Judgment Lien in favor of Darrel Seibert, II, vs The AEM Services LLC and Mark Dente in the amount of \$4,896,860.00 plus interest, penalties and court costs, filed May 26, 2022 as Case No. JL-22-090479 of Cuyahoga County Records.
- 6. Judgment Lien in favor of Walter F Senk, vs Mark Dente and The AEM Services LLC in the amount of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

\$162,820.00 plus interest, penalties and court costs, filed June 2, 2022 as Case No. JL-22-090669 of Cuyahoga County Records.

7. Judgment Lien in favor of Walter F Senk, vs Mark Dente and The AEM Services LLC in the amount of \$337,012.60 plus interest, penalties and court costs, filed June 2, 2022 as Case No. JL-22-090670 of Cuyahoga County Records.
8. Judgment Lien in favor of James C Miller, vs The AEM Services LLC and Mark Dente in the amount of \$887,875.00 plus interest, penalties and court costs, filed June 22, 2022 as Case No. JL-22-092367 of Cuyahoga County Records.
9. Subject to easements, restrictions, reservations, covenants, conditions and leases of record.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

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-8582
Effective Date: August 30, 2022

The following is a limited abstract of title showing the documents which appear of record in the Cuyahoga County, Ohio records since December 17, 2021, 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:	2567 Channing Road, University Heights, Ohio 44118
County:	Cuyahoga
Parcel Number:	722-19-080
Title In The Name(s) Of:	The AEM Services, LLC
Transfer Information:	The AEM Services, LLC, the grantee, acquired title by General Warranty Deed from James H. Lattimore Jr. and Frances P. Lattimore, Husband and Wife, the grantor, filed December 23, 2021 as Instrument No. 202112230871 of Cuyahoga 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 The AEM Services, LLC, an Ohio Limited Liability Company, to FTF Lending, LLC, a Delaware Limited Liability Company, in the amount of \$195,000.00, dated December 17, 2021, filed December 23, 2021 as Instrument No. 202112230872, Cuyahoga County, Ohio records.2. UCC Financing Statement showing The AEM Services, LLC (as "Debtor"), and FTF Lending, LLC (as "Secured Party"), filed December 23, 2021 as Instrument No. 202112239018, of Cuyahoga County, Ohio records.3. PENDING FORECLOSURE Case No. CV-22-967422, FTF Lending, LLC (as "Plaintiff") vs. AEM Services, LLC, et. al., (as "Defendant(s)"), filed August 15, 2022, in the Cuyahoga County Court of Common Pleas, Cuyahoga County, Ohio records.4. JUDGMENT LIEN in favor of James C. Miller against The AEM Services LLC and Mark Dente in the amount of \$887,875.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1755, Judgment Lien Case No. JL-22-092367, filed June 22, 2022, Cuyahoga County, Ohio records.5. JUDGMENT LIEN in favor of Robert Novacek against The AEM Services LLC and Mark Dente in the amount of \$790,215.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1756, Judgment Lien Case No. JL-22-095201, filed November 11, 2022, Cuyahoga County, Ohio records.

6. JUDGMENT LIEN in favor of Walter F. Senk against The AEM Services LLC and Mark Dente in the amount of \$162,820.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1513, Judgment Lien Case No. JL-22-090669, filed June 2, 2022, Cuyahoga County, Ohio records.

7. JUDGMENT LIEN in favor of Walter F. Senk against The AEM Services LLC and Mark Dente in the amount of \$337,012.60, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1511, Judgment Lien Case No. JL-22-090670, filed June 2, 2022, Cuyahoga County, Ohio records.

8. JUDGMENT LIEN in favor of Darrel Seibert, II against The AEM Services LLC and Mark Dente in the amount of \$4,896,860.00, plus interest, penalty and costs if any, in the Cuyahoga County Court of Common Pleas, Originating Case No. CV-2022-05-1648, Judgment Lien Case No. JL-22-092367, filed May 26, 2022, Cuyahoga County, Ohio records.

9. 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.

10. 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.

11. TAXES AND ASSESSMENTS 2021 Tax Duplicate for Parcel Number 722-19-080, in the name of The AEM Services, LLC. The first half tax in the amount of \$3,535.15, including current assessments, if any, is PAID. The second half tax in the amount of \$3,535.15, 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 \$3,888.68.

Said premises are subject to a special assessment for M208500D-STREET LIGHTS UNIVERSITY HTS in the annual amount of \$36.00 which has been included in the taxes for the year of 2021.

Said premises are subject to a special assessment for M128598F-SEWER OPERATING UNIV HTS. in the annual amount of \$64.00 which has been included in the taxes for the year of 2021.

Said premises are subject to a special assessment for M128598G-SEWER CAPITAL UNIV HTS. in the annual amount of \$14.00 which has been included in the taxes for the year of 2021.

Said premises are subject to a special assessment for M268600D-SHADE TREES UNIVERSITY HEIGHTS in the annual amount of \$31.50 which has been included in the taxes for the year of 2021.

Assessed Values: Land: \$12,710, Building: \$51,980.00, Total: \$64,690.

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

	<p>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>
<p>Legal Description:</p>	<p>See Vesting Deed</p>

The information in the foregoing Abstract of Title was collated from the records of Cuyahoga 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 December 17, 2021.

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

**2567 CHANNING ROAD, UNIVERSITY HEIGHTS, OHIO 44118
PPN: 722-19-080**

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 2567 Channing Road, University Heights, Ohio 44118 (PPN: 722-19-080)(the “**Property**”) to Odyssey Services LLC c/o Kin Ng or assign (the “**Buyer**”) consistent with the terms of a Residential Purchase Agreement (the “**Purchase Agreement**”) which was attached to the Sale Motion and incorporated therein; (ii) determining and directing that the

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

Accordingly, the Court having reviewed the Sale Motion, the Purchase Agreement, the Judicial Reports, 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, their 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 hereby authorized to execute such other documents as are necessary or desirable to implement this Order.

12. 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.

13. 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)

Whitmer & Ehrman LLC

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