

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 11

26940 SCHADY ROAD, OLMSTED TOWNSHIP, OHIO 44138
PPN: 263-07-007

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 26940 Schady Road, Olmsted Township, Ohio 44138 (PPN:263-07-007)(the “**Property**”) to Amanda Steffy 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

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 Corrigall 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 The AEM Services, LLC.

The Property to Be Sold and the Proposed Sale

8. The Property is located at 26940 Schady Road, Olmsted Township, Ohio 44138 (PPN:263-07-007). 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 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 \$232,000.00.

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. 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 \$215,000.00, dated November 01, 2021, recorded November 02, 2021, and recorded as Instrument No. 202111020297 of Cuyahoga County Records.
- b. UCC FINANCING STATEMENT naming FTF Lending, LLC, as secured party, and The AEM Services, LLC, as debtor, filed November 02, 2021 of record in Instrument No. 202111029002.
- c. 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.
- d. JUDGMENT LIEN in favor of Walter F Senk, vs Mark Dente and The AEM Services LLC in the amount of \$162,820.00 plus interest, penalties and court costs, filed June 02, 2022 as Case No. JL-22-090669 of Cuyahoga County Records.

- e. 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 02, 2022 as Case No. JL-22-090670 of Cuyahoga County Records.
- f. 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 \$3,550.00 plus interest, penalties and court oosts, filed June 08, 2022 as Instrument No. 202206080284 of Cuyahoga County Records.
- g. 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, flied June 22, 2022 as Case No. JL-22-092367 of Cuyahoga County Records.
- h. 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.
- i. PENDING FORECLOSURE Case No. CV-22-967425, 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.
- j. 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.
- k. 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 1, 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 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 (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: November 3, 2022

Respectfully submitted,

/s/Mary K. Whitmer

Mary K. Whitmer (0018213)

James W. Ehrman (0011006)

Robert M. Stefancin (0047184)

M. Logan O'Connor (0100214)

WHITMER & EHRMAN LLC

2344 Canal Road, Suite 401

Cleveland, Ohio 44113-2535

Telephone: (216) 771-5056

Telecopier: (216) 771-2450

Email: mkw@WEadvocate.net

rms@WEadvocate.net

jwe@WEadvocate.net

mlo@weadvocate.net

*Attorneys for Mark E. Dottore,
Receiver*

NOTICE FOR THE FILING OF OBJECTIONS:

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

CERTIFICATE OF SERVICE

I hereby certify that on November 3, 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

AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

Buyer(s): Amanda Steffy

Seller(s): Mark Dottore, Receiver for AEM Services LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Joe Goldian, and Redfin Corporation

The seller will be represented by David Sarver, and Berkshire Hathaway

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) work(s) for the buyer and Agent(s) work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) and real estate brokerage will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:
represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Amanda Steffy 10/17/2022
BUYER/TENANT DATE

SELLER/LANDLORD DATE
SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party’s position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
 Division of Real Estate & Professional Licensing
 77 S. High Street, 20th Floor
 Columbus, OH 43215-6133
 (614) 466-4100



DS
 AS

**RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**



1 **BUYER:** The undersigned Amanda Steffy offers to buy the
2 **PROPERTY:** Located at 26940 Schady Rd,
3 City Olmsted Township, Ohio, Zip Code 44138.
4 Permanent Parcel No. 263-07-007, and further described as being: _____
5 LEGAL: 3 EP 4388.15FT E OF CL STEARNS RD

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 any controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen, glass doors and grate; all existing window treatments; ceiling fan(s);
14 wood burner stove inserts; gas logs; and water softener.
15 Also included: Extra doors located in bathroom

16
17 Fixtures NOT Included: _____ X CA [Signature]

18
19 **PRICE:** Buyer shall pay the sum of \$ ~~220,000~~ \$232,000 AS
20 Earnest money payable to Mark Dottore, Receiver for AEM Services LLC in the amount of \$ 2,000 10/19/2022

21 In the form of a check other Check or wire which shall be
22 redeemed immediately upon receipt of a binding agreement (as defined
23 on lines 216-224) and

24 Balance of cash to be deposited in escrow \$ 10% downpayment
25 Mortgage loan to be obtained by Buyer \$ REMAINDER
26 Conventional, FHA, VA, Other _____
27
28

29 **FINANCING:** Buyer shall make a written application for the above mortgage loan and provide documentation to
30 Seller of said application within 5 days and shall obtain a commitment for that loan no later than
31 35 days after acceptance of this offer. If the closing date cannot occur by the date of closing due to
32 no fault of either party, any government regulation or lender requirement, the date of closing shall be extended
33 for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's
34 written election, if, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement
35 shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest money deposit shall be
36 returned to the Buyer without any further liability of either party to the other or to the Brokers and their agents. (see
37 line 205)

38 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
39 with the lending institution or escrow company on or before NOVEMBER 30, 2022, and title shall be
40 recorded on or about NOVEMBER 30, 2022. Ohio law requires that closing funds over the amount
41 of \$1,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
42 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

Page 1 of 6
AS
BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

X CA [Signature]
SELLER'S INITIALS AND DATE

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

43 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 0 days by 5:00 (time),
44 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
45 the Seller free for NA days. AdditionaNA days at a rate of \$ NA per day. Insurance coverage
46 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
47 Seller and Buyer.

48 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
49 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
50 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
51 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
52 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title
53 Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title defects.
54 If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase
55 price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further
56 liability to each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer.
57 (see line 205)

58 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
59 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been
60 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
61 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
62 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact
63 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been
64 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is
65 new construction and recently completed or in the process of completion at the time the agreement was signed by
66 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
67 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net
68 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow
69 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local
70 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been
71 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes
72 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in
73 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the
74 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,
75 except the following: _____
76

77 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
78 Buyer Seller agrees to pay the amount of such recoupment.

79 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
80 Escrow Agent's usual conditions of acceptance.

81 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
82 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
83 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
84 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
85 in which case Seller shall pay the entire escrow fee), and h) _____.

86 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
87 \$ 300 from the proceeds due Seller for payment of Seller's final water and
88 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

89 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
90 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
91 deed and any mortgage, d) _____. If the closing
92 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
93 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
94 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and

Page 2 of 6
DS
AS
BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

X
SELLER'S INITIALS AND DATE
Blank

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

95 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
96 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
97 which Brokers may disburse to other parties to the transaction.

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

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

113 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
114 **need for the Inspections listed below.**

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

Choice	Inspections		Expense	
			BUYER	SELLER
118 Yes No				
120 <input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
121 <input checked="" type="checkbox"/> <input type="checkbox"/>	SEPTIC SYSTEM	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
122 <input type="checkbox"/> <input type="checkbox"/>	WELL WATER	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
123	(<input type="checkbox"/> flow, <input type="checkbox"/> potability)			
124 <input checked="" type="checkbox"/> <input type="checkbox"/>	RADON	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
125 <input type="checkbox"/> <input type="checkbox"/>	MOLD	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
126 <input type="checkbox"/> <input type="checkbox"/>	PEST/	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
127	WOOD DESTROYING INSECTS			
128 <input checked="" type="checkbox"/> <input type="checkbox"/>	OTHER	<u>13</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

129 (list other inspections) any further inspection recommended by general home inspector

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

- 131 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
132 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
133 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
134 full force and effect; **OR**
- 135 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
136 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
137 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
138 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
139 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
140 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
141 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
142 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
143 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned

Page 3 of 6 AS
BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

AS
SELLER'S INITIALS AND DATE
AS

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

144 to the Buyer. (see line 205) The Buyer and Seller can mutually agree in writing to extend the dates for
145 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
146 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
147 c. Terminate this agreement if written inspection report(s) identify material latent defects not previously
148 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
149 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
150 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
151 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
152 other or to the broker(s). (see line 205)

153 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
154 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
155 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
156 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered
157 sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine
158 if a sex offender resides in the area of any property Buyer may purchase.

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

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

170 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
171 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
172 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
173 received from governmental agencies to inspect or correct any current building code or health violations. If
174 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
175 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
176 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
177 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 205)

178 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
179 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
180 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property
181 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements
182 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
183 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby
184 acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the
185 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and
186 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by
187 Brokers or their agents that you relied upon when purchasing this property. (if none, write "**none**")
188 None

189 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
190 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
191 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
192 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
193 earnest money on deposit (see line 205). If such damage is less than ten percent of the purchase price, Seller

DS
AS
Page 4 of 6 BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

X
SELLER'S INITIALS AND DATE

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

194 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

195 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
196 Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium Short
197 Sale House Sale Contingency House Sale Concurrency Lead-Based Paint (required if built before 1978)
198 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
199 Other AS-IS

200 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
201 **terms in the Purchase Agreement.**

202 **ADDITIONAL TERMS:** Title Work and Escrow to be handled by Everest Land Title Agency Ltd.

X CA 10-17-22

DS
AS

203 Seller is responsible for any liens including delinquent or unpaid property taxes and utilities. All utilities to be turned on
204 by the seller before inspections are completed. Seller gives buyer permission to cut grass and clean up leaves prior to transfer.

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

216 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
217 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
218 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
219 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
220 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
221 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
222 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
223 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
224 calendar days.

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

226 BUYER DocuSigned by:
Amanda Steffy Address _____
227 Print Name Amanda Steffy 327F08C20F8E476

228 BUYER _____ Date 10/17/2022 Phone _____
229 Print Name _____ Email amandasteffy@aol.com

Page 5 of 6 DS
BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

X CA 10-17-22
SELLER'S INITIALS AND DATE

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

230 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
231 funds a commission of \$ per MLS or THREE percent (3 %) of the
232 purchase price to Redfin Corporation (Selling Broker) Redfin Corporation (Office)
233 and \$ plus percent (%) of the
234 purchase price to (Listing Broker) (Office)

235 SELLER Address
236 Print Name

237 SELLER Date Phone
238 Print Name Email

239 Selling Agent Name, RE License Number, Listing Agent Name, RE License Number,
240 Telephone and Email: Telephone and Email:
241 Joe Goldian
242 SAL.2003013849
243 216-224-9525
244 joe.goldian@redfin.com

245 Selling Brokers Name, BR License Number, Listing Brokers Name, BR License Number,
246 Telephone and Email: Telephone and Email:
247 Redfin Corporation
248 REC.2014004904
249 (216) 539-3768
250 support-agents.cleveland@redfin.com

^{DS}
AS
BUYER'S INITIALS AND DATE
10/17/2022

X CS 10-14-22
SELLER'S INITIALS AND DATE

AS-IS Addendum A (Mark Dottore, Receiver)

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

Address: 26940 Schady Rd., Olmsted Township OH 44138 PID 263-07-007
 (the "**Property**") PPN
 Buyer: Amanda Steffy 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.

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

X CA 10/11/24


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

Time is of the essence.

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

Dated: _____, 2022

Dated: 10-7-22, 2022

DocuSigned by:
Amanda Steffy 10/17/2022
327508C30F85476

[Signature]

_____ 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

rev 08-23-2022



WALK-THROUGH ADDENDUM

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

This Addendum is made part of the Agreement between Amanda Steffy (Buyer) and Mark Dottore, Receiver for AEM Services LLC (Seller) for the address listed above (the "Property") with offer dated 10/17/2022.

The parties agree that the Buyer will be given an opportunity to walk through the Property on or about five 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, as at the time of the execution of the Agreement. Buyer's failure to exercise this opportunity in the time period described herein shall be deemed as acceptance of the property.

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 previously viewing the Property or having been resolved and agreed to in previous addendums to the Agreement.

In the event that the walk-through evidences a material adverse change in the condition of the Property, the Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in escrow from Seller's proceeds pending correction of the material adverse change; or (2) an amount to be credited to Buyer through escrow at the time of title transfer; or (3) to have Seller, at Seller's expense, correct the problem (material adverse change) specifically identified by Buyer prior to transfer; or (4) void the Agreement and the Earnest Monies shall be returned to Buyer as stated in the Agreement; or (5) Buyer will remove the Walk-Through Contingency by signing the Removal of Contingency below.

Additional Terms and Conditions:

DocuSigned by: <u>Amanda Steffy</u> Buyer	<u>10/17/2022</u> Date	<u>X</u> <u>[Signature]</u> Seller	<u>10-17-2022</u> Date
_____	_____	<u>[Signature]</u> Seller	_____
Buyer	Date	Seller	Date

Removal of Walk-Through Contingency: The undersigned Buyer hereby waives and removes the Walk-Through Contingency in the above referenced Purchase Agreement. Failure to respond deems acceptance.

_____	_____	_____	_____
Buyer	Date	Buyer	Date

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

26940 Schady Rd, Olmsted Twp, OH 44138

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.

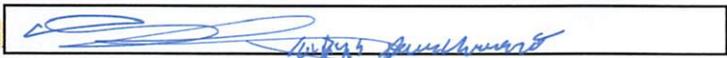
The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (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: 

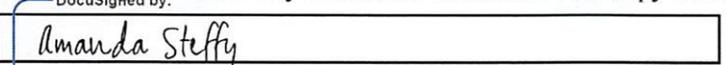
Date: 10-2-22

Owner: As for what is with court order

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.

DocuSigned by: Buyer: 

Date: 10/17/2022

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.

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

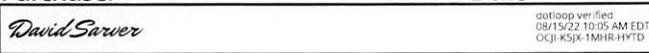
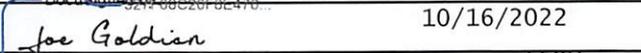
 Seller	Date	 Seller	Date
		DocuSigned by: Amanda Steffy	10/17/2022
 Agent	Date	 Agent	Date
			10/16/2022

EXHIBIT B



PRELIMINARY JUDICIAL REPORT

File No.: 20220046PJR

PJR No.: PJR80793118

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 \$189,303.57 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 AEM Services LLC by instrument recorded in Document No. 202111020296 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. Bissney President
Attest: David Wald Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Preliminary Judicial Report

File No.: 20220046PJR

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Situated in the Township of Olmsted, County of Cuyahoga and State of Ohio:

And known as being a part of Original Olmsted Township Tract 3 (King Tract) and bounded and described as follows:

Beginning in the center line of Schady Road, 50 feet in width, at the Southeast corner of land conveyed to Arthur Koenig and Mary Koenig by deed dated August 29, 1956 and recorded in Volume 8672, Page 638 of Cuyahoga County Records;

Thence North 0 degrees 00' 09" East along the Easterly line of land so conveyed 1148.49 feet to the Southeasterly corner of land conveyed to the Ohio Turnpike Commission by deed dated April 1, 1953 and recorded in Volume 7803, Page 722 of Cuyahoga County Records;

Thence Northwesterly along the Southwesterly line of land so conveyed, being along the arc of a curve deflecting to the left 107.71 feet, said curve having a radius of 3704.72 feet and a chord which bears North 68 degrees 11' 36" West, 107.71 feet;

Thence South 0 degrees 00' 09" West parallel with the Easterly line of land conveyed to Arthur Koenig and Mary Koenig as aforesaid, 1188.22 feet to the centerline of Schady Road;

Thence South 89 degrees 50' 30" East along the center line of Schady Road, 100.00 feet to the place of beginning according to the survey of Dempsey & Associates Professional Land Surveyors. The above courses are based upon an assumed meridian and used to indicate angles only, be the same more or less, but subject to all legal highways.

Parcel No. 263-07-007

For Informational Purposes Only:

Commonly known as 26940 Schady Road, Olmsted Halls, OH 44138

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Preliminary Judicial Report
Schedule A

File No.: 20220046PJR

**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:
AEM Services LLC

PN: 263-07-007

Taxes and assessment for the first half of 2021, in the amount of \$3,222.56 are PAST DUE and payable.

Taxes and assessment for the second half 2021, in the amount of \$3,222.56 are due and payable by 7/14/22.

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

AMOUNT DUE through for 2nd half 2021 is - \$6,767.38 plus, penalty, if any

C100502-Sewer Maintenance - \$175.00 per half

M285201C-Waste Removal - Olmsted Twp - \$110.90 per half

C100502S-Sewer Maintenance - \$23.50 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.

4. 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 \$215,000.00, dated November 01, 2021, recorded November 02, 2021, and recorded as Instrument No. 202111020297 of Cuyahoga County Records.
5. UCC Financing statement naming FTF Lending, LLC, as secured party, and The AEM Services, LLC, as debtor, filed November 02, 2021 of record in Instrument No. 202111029002.
6. 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.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

7. Judgment Lien in favor of Walter F Senk, vs Mark Dente and The AEM Services LLC in the amount of \$162,820.00 plus interest, penalties and court costs, filed June 02, 2022 as Case No. JL-22-090669 of Cuyahoga County Records.
8. 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 02, 2022 as Case No. JL-22-090670 of Cuyahoga County Records.
9. 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 \$3,550.00 plus interest, penalties and court costs, filed June 08, 2022 as Instrument No. 202206080284 of Cuyahoga County Records.
10. 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.
11. Title to that portion of the property within the bounds of any roads or highways.

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



AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

Buyer(s): Amanda Steffy

Seller(s): Mark Dottore, Receiver for AEM Services LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Joe Goldian, and Redfin Corporation

The seller will be represented by David Sarver, and Berkshire Hathaway

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) work(s) for the buyer and Agent(s) work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) and real estate brokerage will be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:
represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Amanda Steffy 10/17/2022
BUYER/TENANT DATE
327F08C20F8E476...

SELLER/LANDLORD DATE
11/14/2022

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party’s position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
 Division of Real Estate & Professional Licensing
 77 S. High Street, 20th Floor
 Columbus, OH 43215-6133
 (614) 466-4100



DS
 AS

**RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**



1 **BUYER:** The undersigned Amanda Steffy offers to buy the
2 **PROPERTY:** Located at 26940 Schady Rd,
3 City Olmsted Township, Ohio, Zip Code 44138.
4 Permanent Parcel No. 263-07-007, and further described as being:
5 LEGAL: 3 EP 4388.15FT E OF CL STEARNS RD

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 any controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen, glass doors and grate; all existing window treatments; ceiling fan(s);
14 wood burner stove inserts; gas logs; and water softener.
15 Also included: Extra doors located in bathroom

16
17 Fixtures NOT Included: _____ X CA [Signature]

18
19 **PRICE:** Buyer shall pay the sum of \$ ~~220,000~~ \$232,000 AS
20 Earnest money payable to Mark Dottore, Receiver for AEM Services LLC in the amount of \$ 2,000 10/19/2022

21 In the form of a check other Check or wire which shall be
22 redeemed immediately upon receipt of a binding agreement (as defined
23 on lines 216-224) and

24 Balance of cash to be deposited in escrow \$ 10% downpayment
25 Mortgage loan to be obtained by Buyer \$ REMAINDER
26 Conventional, FHA, VA, Other _____
27
28

29 **FINANCING:** Buyer shall make a written application for the above mortgage loan and provide documentation to
30 Seller of said application within 5 days and shall obtain a commitment for that loan no later than
31 35 days after acceptance of this offer. If the closing date cannot occur by the date of closing due to
32 no fault of either party, any government regulation or lender requirement, the date of closing shall be extended
33 for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's
34 written election, if, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement
35 shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest money deposit shall be
36 returned to the Buyer without any further liability of either party to the other or to the Brokers and their agents. (see
37 line 205)

38 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
39 with the lending institution or escrow company on or before NOVEMBER 30, 2022, and title shall be
40 recorded on or about NOVEMBER 30, 2022. Ohio law requires that closing funds over the amount
41 of \$1,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
42 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

Page 1 of 6
AS
BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

X CA [Signature]
SELLER'S INITIALS AND DATE

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

43 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 0 days by 5:00 (time),
44 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
45 the Seller free for NA days. AdditionaNA days at a rate of \$ NA per day. Insurance coverage
46 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
47 Seller and Buyer.

48 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
49 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
50 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
51 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
52 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title
53 Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title defects.
54 If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase
55 price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further
56 liability to each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer.
57 (see line 205)

58 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
59 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been
60 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
61 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
62 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact
63 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been
64 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is
65 new construction and recently completed or in the process of completion at the time the agreement was signed by
66 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
67 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net
68 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow
69 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local
70 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been
71 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes
72 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in
73 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the
74 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,
75 except the following: _____
76

77 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
78 Buyer Seller agrees to pay the amount of such recoupment.

79 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
80 Escrow Agent's usual conditions of acceptance.

81 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
82 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
83 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
84 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
85 in which case Seller shall pay the entire escrow fee), and h) _____.

86 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
87 \$ 300 from the proceeds due Seller for payment of Seller's final water and
88 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

89 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
90 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
91 deed and any mortgage, d) _____. If the closing
92 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
93 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
94 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and

Page 2 of 6
DS
AS
BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

X
SELLER'S INITIALS AND DATE
Blank

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

95 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
96 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
97 which Brokers may disburse to other parties to the transaction.

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

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

113 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
114 **need for the Inspections listed below.**

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

Choice	Inspections		Expense	
			BUYER	SELLER
118 Yes No				
119 <input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
120 <input checked="" type="checkbox"/> <input type="checkbox"/>	SEPTIC SYSTEM	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
121 <input type="checkbox"/> <input type="checkbox"/>	WELL WATER	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
122 <input type="checkbox"/> <input type="checkbox"/>	(<input type="checkbox"/> flow, <input type="checkbox"/> potability)			
123 <input checked="" type="checkbox"/> <input type="checkbox"/>	RADON	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
124 <input type="checkbox"/> <input type="checkbox"/>	MOLD	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
125 <input type="checkbox"/> <input type="checkbox"/>	PEST/	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
126 <input type="checkbox"/> <input type="checkbox"/>	WOOD DESTROYING INSECTS			
127 <input checked="" type="checkbox"/> <input type="checkbox"/>	OTHER	<u>13</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

128 (list other inspections) any further inspection recommended by general home inspector

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

- 130 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
- 131 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
- 132 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
- 133 full force and effect; **OR**
- 134 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
- 135 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
- 136 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
- 137 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
- 138 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
- 139 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
- 140 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
- 141 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
- 142 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
- 143

Page 3 of 6 AS
BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

AS
SELLER'S INITIALS AND DATE
AS

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

144 to the Buyer. (see line 205) The Buyer and Seller can mutually agree in writing to extend the dates for
145 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
146 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
147 c. Terminate this agreement if written inspection report(s) identify material latent defects not previously
148 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
149 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
150 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
151 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
152 other or to the broker(s). (see line 205)

153 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
154 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
155 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
156 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered
157 sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine
158 if a sex offender resides in the area of any property Buyer may purchase.

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

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

170 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
171 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
172 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
173 received from governmental agencies to inspect or correct any current building code or health violations. If
174 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
175 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
176 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
177 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 205)

178 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
179 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
180 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property
181 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements
182 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
183 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby
184 acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the
185 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and
186 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by
187 Brokers or their agents that you relied upon when purchasing this property. (if none, write "**none**")
188 None

189 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
190 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
191 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
192 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
193 earnest money on deposit (see line 205). If such damage is less than ten percent of the purchase price, Seller

DS
AS
Page 4 of 6 BUYER'S INITIALS AND DATE
10/17/2022

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

X
SELLER'S INITIALS AND DATE

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

194 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

195 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
196 Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium Short
197 Sale House Sale Contingency House Sale Concurrency Lead-Based Paint (required if built before 1978)
198 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
199 Other AS-IS

200 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
201 **terms in the Purchase Agreement.**

202 **ADDITIONAL TERMS:** Title Work and Escrow to be handled by Everest Land Title Agency Ltd.

X CA 10-17-22

DS
AS

203 Seller is responsible for any liens including delinquent or unpaid property taxes and utilities. All utilities to be turned on

204 by the seller before inspections are completed. Seller gives buyer permission to cut grass and clean up leaves prior to transfer.

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

216 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
217 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
218 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
219 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
220 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
221 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
222 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
223 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
224 calendar days.

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

226 BUYER DocuSigned by:
Amanda Steffy Address _____
227 Print Name Amanda Steffy 327F08C20F8E476

228 BUYER _____ Date 10/17/2022 Phone _____
229 Print Name _____ Email amandasteffy@aol.com

DS
AS
BUYER'S INITIALS AND DATE
10/17/2022

X CA 10-17-22
SELLER'S INITIALS AND DATE

Property Address: 26940 Schady Rd, Olmsted Township, OH 44138

230 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
231 funds a commission of \$ per MLS or THREE percent (3 %) of the
232 purchase price to Redfin Corporation (Selling Broker) Redfin Corporation (Office)
233 and \$ plus percent (percent %) of the
234 purchase price to (Listing Broker) (Office)

235 SELLER Address
236 Print Name

237 SELLER Date Phone
238 Print Name Email

239 Selling Agent Name, RE License Number, Listing Agent Name, RE License Number,
240 Telephone and Email: Telephone and Email:
241 Joe Goldian
242 SAL.2003013849
243 216-224-9525
244 joe.goldian@redfin.com

245 Selling Brokers Name, BR License Number, Listing Brokers Name, BR License Number,
246 Telephone and Email: Telephone and Email:
247 Redfin Corporation
248 REC.2014004904
249 (216) 539-3768
250 support-agents.cleveland@redfin.com

^{DS}
AS
BUYER'S INITIALS AND DATE
10/17/2022

X Ck 10-14-22
SELLER'S INITIALS AND DATE

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

Time is of the essence.

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

Dated: _____, 2022

Dated: 10-7-22, 2022

DocuSigned by:
Amanda Steffy 10/17/2022
327598C30F85476

[Signature]

_____ 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

rev 08-23-2022

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

26940 Schady Rd, Olmsted Twp, OH 44138

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.

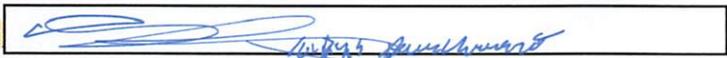
The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (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: 

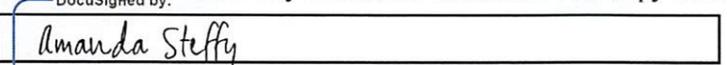
Date: 10-2-22

Owner: As for with to with court order

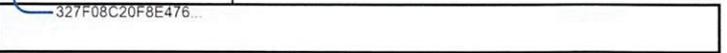
Date:

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.

DocuSigned by: Buyer: 

Date: 10/17/2022

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.

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

 Seller	Date	 Seller	Date
		DocuSigned by: Amanda Steffy	10/17/2022
David Sawyer Agent	Date	Joe Goldian Agent	Date
			10/16/2022

EXHIBIT D

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

26940 SCHADY ROAD, OLMSTED TOWNSHIP, OHIO 44138
PPN: 263-07-007

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 26490 Schady Road, Olmsted Township, Ohio 44138 (PPN:263-07-007)(the “**Property**”) to Amanda Steffy 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

2344 Canal Road, Suite 401

Cleveland, Ohio 44113-2535

Phone: 216.771.5056

Email: mkw@WEadvocate.net

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