

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 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 10

3757 MERWIN TEN MILE ROAD, PIERCE TOWNSHIP, OH 45245
(PARCEL ID: 282808D141)

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 3757 Merwin Ten Mile, Pierce Township, OH 45245 (Parcel ID: 282808D141) (the “**Property**”) to Brenda Bettac or an assignee identified by her (the “**Buyer**”), consistent with the terms of a Residential Purchase Agreement (the

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

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

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

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

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

Appointing Receiver in the Lead Case¹, (and thereby expanded the Receivership to include the assets of Mark Dente, Sharon Dente, and Anthony Dente (collectively, the “**Dentes**”) along with the following entities and their assets: The AEM Services, LLC, AEM Investments, LLC, AEM Wholesale, LLC, Unlimited Acquisitions, LLC, AEM Productions, LLC, AEM Real Estate Group, LLC, AEM Capital Fund Ltd., The Mark and Sharon Dente Living Trust, A&J RE Holdings and Landmark Property Development, fka Landmark Real Estate Endeavors (collectively the “**Included Entities**”) and together with the assets of the Dentes, the “**Receivership Entities**”).

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

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

The Receiver shall take immediate possession, control, management and charge of the assets of the Receivership Entity, including all real property of the Receivership Entity wherever located;

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,

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.

to pay the secured and unsecured indebtedness of the 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 3757 Merwin Ten Mile, Pierce Township, OH 45245 (Parcel ID: 282808D141). The Receiver believes and accordingly asserts that in his best business judgment it is in the best interest of all parties and creditors of the receivership to sell the Property free and clear of liens to the Buyer pursuant to the Purchase Agreement.

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

10. The Receiver submits that the Property was offered to the public through the Multiple Listing Service (“MLS”) and sold in a commercially reasonable transaction by David Sarver, a licensed real estate broker at Berkshire Hathaway. The Buyer was represented by another licensed broker at Comey & Shepard. 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 \$235,000.00.

**Liens and Lien
Priorities**

11. Attached to this Motion as Exhibit B is a Preliminary Judicial Report (“**PJR**”) which was prepared by Old Republic National Title Insurance Company (“**Old Republic**”). The PJR was filed in the Foreclosure Case (as hereinafter defined). Additionally, Fidelity National Title (“**Fidelity**”) prepared a Schedule B, Part I of the Commitment for Title Insurance (the “**Commitment**”) which is attached to this Motion as Exhibit C. The PJR and the Commitment 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 June 20, 2022, the following liens are of record against the Property:

- a. MORTGAGE from AEM Services, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company, covering caption premises, in the amount of \$167,000.00, dated December 22, 2020, recorded March 24, 2021, and recorded as Volume OR 2874, Page 946 of Clermont County Records.
 - i. The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off

through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

- b. UCC FINANCING STATEMENT naming FTF Lending, LLC, as secured party, and The AEM Services, LLC, as debtor, filed March 24, 2021, of record as Volume OR 2874, Page 979.
- c. CERTIFICATE OF JUDGMENT LIEN in favor of Robert Hammond and Kristyn Hemeyer and against Mark Dente, AEM Services LLC, in the amount of \$393,397.50, plus interest and costs, filed for record July 22, 2022, in Case No. 2022 JUD 03223 of the Clermont County Records.
- d. COMPLIANCE with requirements the Company deems necessary arising out of Foreclosure Action Clermont County Common Pleas Court Case No. 2022 CVE 00785, filed August 12, 2022.
- e. Pending Civil Case No. CV-2022-07-2228, Sharyl Maxfield v. Mark Dente, et. al., filed July 1, 2022, in the Court of Common Pleas of Summit County.
- f. JUDGMENT LIEN in favor of Darrel Seibert II against The AEM Services LLC & Mark Dente CO Mark Dente St. in the amount of \$4,896,860.00, plus interest, penalty and costs if any, in the Hamilton County Court of Common Pleas, Originating Case No. CV2022-05-1648, Judgment Lien Case No. CJ22020149, filed May 31, 2022, Hamilton County, Ohio records.
- g. JUDGMENT LIEN in favor of Elliot Melis against Mark Dente & The AEM Services LLC in the amount of \$675,000.00, plus interest, penalty and costs if any, in the Hamilton County Court of Common Pleas, Originating Case No. CV-2022-05-1485, Judgment Lien Case No. 022021669, filed June 21, 2022, Hamilton County, Ohio records.
- h. JUDGMENT LIEN in favor of James C. Miller against The AEM Service LLC, et al in the amount of \$887,875.00, plus interest, penalty and costs if any, in the Hamilton County Court of Common Pleas, Originating Case No. CV-2022-05-1755, Judgment Lien Case No. 022022544, filed June 29, 2022, Hamilton County, Ohio records.
- i. JUDGMENT LIEN in favor of Robert Novacek against The AEM Services LLC in the amount of \$790,215.00, plus interest, penalty and costs if any, in the Hamilton County Court of Common Pleas, Originating Case No. CV-2022-05-1756, Judgment Lien Case No. 022023711, filed July 7, 2022, Hamilton County, Ohio records.
- j. 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. A 2201736, Judgment Lien Case No. 022024606, filed July 19, 2022, Hamilton County, Ohio records.

- k. 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.
- l. PENDING FORECLOSURE Case No. A2203145, FTF Lending LLC (as "Plaintiff") vs. The AEM Services LLC, et. al., (as "Defendant(s)"), filed August 30, 2022, in the Hamilton County Court of Common Pleas, Hamilton County, Ohio records (THE "**Foreclosure Case**"). Summit County Court of Common Pleas Case No. CV-2022-05-1754, Christopher Longo vs The AEM Services, et al., Cognovit Action, filed May 27, 2022, in the amount of \$3,165,500.00.
 - i. NOTE: Order appointing receiver, Mark E. Dottore, filed June 22, 2022.
- m. JUDGMENT LIEN in favor of Walter F. Senk, against AEM Services, LLC and Mark Dente, in the original amount of \$337,012.60 filed on May 13, 2022, in Case Number JL-2022-5014, in the Clerk of Court Records.
- n. JUDGMENT LIEN in favor of Walter F. Senk, against AEM Services, LLC and Mark Dente, in the original amount of \$162,820.00 filed on May 13, 2022, in Case Number JL-2022-5015, in the Clerk of Court Records.
- o. JUDGMENT LIEN in favor of Jeffrey Wallace, against AEM Services, LLC and Mark Dente, in the original amount of \$565,635.00 filed on May 17, 2022, in Case Number JL-2022-5019, in the Clerk of Court Records.
- p. JUDGMENT LIEN in favor of Darrel Seibert II, against The AEM Services, LLC and Mark Dente, in the original amount of \$4,896,860.00 filed on May 23, 2022, in Case Number JL-2022-5477, in the Clerk of Court Records.
- q. JUDGMENT LIEN in favor of Walter F. Senk, against The AEM Services LLC and Mark Dente, in the original amount of \$841,240.00 filed on June I, 2022, in Case Number JL-2022-5719, in the Clerk of Court Records.
- r. 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.

- s. 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.
- t. 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.
- u. 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.
- v. 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.
- w. 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
- x. 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.
- y. Buyer has an interest of undetermined value.

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

Relief Requested

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

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

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

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

WHEREFORE, the Receiver prays that his Motion be granted and that the Court enter an order, substantially in the form of the Proposed Order attached as Exhibit D, authorizing him (a) to 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) to pay the Sale Expenses out of the Sale Proceeds, (c) to require and authorize the Buyer to satisfy out of the Sale Proceeds the properly calculated and prorated county taxes and (d) to 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) to execute any documents required and to do all other things necessary to complete the sale transaction; and (f) for such other and further relief as is just and equitable in the circumstances.

Date: October 11, 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 October 11, 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, Rec*



EXHIBIT A

Contract to Purchase

Adopted by the CINCINNATI AREA BOARD OF REALTORS® DAYTON REALTORS®

For exclusive use by REALTORS®. This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult a REALTOR®.



08/22/2022 (date).

1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:

Address 3757 Merwin Ten Mile City/Township Pierce Twp, Ohio, Zip Code 45245, County Clermont, Further described as: (include county Auditor's Parcel Number(s) for each and every parcel included in sale) 282808D141 ("Real Estate").

2. TIMELINES: All timelines and deadlines under this Contract shall be strictly construed. Time is of the essence with regard to any and all timelines. Contract performance dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.

3. PRICE AND TERMS: Buyer hereby agrees to pay \$235,000.00 ("Purchase Price") for the Real Estate, payable as follows:

a) EARNEST MONEY CONTINGENCY: This contract is contingent upon Buyer providing earnest money in the amount of \$5,000.00 ("Earnest Money"). Earnest Money shall be submitted for deposit with

Mark Dottore, Receiver

Listing REALTOR® or Seller within 1 calendar days (this shall be 3 calendar days if not specified) beginning the day following the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the final settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If written acknowledgement of Earnest Money is not provided within the stated period, then Seller, at any time after the stated period, but prior to receiving the written acknowledgement of deposit, and by Seller's sole option, may, by written notice to selling REALTOR® or Buyer, terminate this Contract. If this Contract terminates for any reason, the Earnest Money will NOT be automatically disbursed to any party.

*(i) In the event that the parties designate an Ohio-licensed real estate broker to hold the Earnest Money: Any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller.

*(ii) In the event that the parties do not designate an Ohio-licensed real estate broker, and designate another third-party or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow hold shall be governed by separate, third-party escrow terms. Separate escrow terms are attached.

Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. Buyer and Seller acknowledge that loss of Earnest Money may not be a party's sole remedy for failure to perform on the Contract.

b) BALANCE: The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or title company trust account check on date of Closing, subject to the terms of applicable law.

Settlement Charges: In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide marketable title, Seller agrees to pay actual settlement charges and/or other fees due at Closing on behalf of the Buyer, including, but not limited to, discount points, closing costs, pre-pays, and any other fees allowed by Buyer's lender in an amount not to exceed \$0.

4. FINANCING CONTINGENCY: Except as otherwise stated and agreed herein, Buyer shall pay any and all fees incurred as a result of Buyer obtaining financing for the purchase. If Buyer's selected financing option includes a Buyer rescission period, Buyer shall close on that loan with sufficient time for funds to be available on the Date of Closing of this Contract.

Buyer intends to use the Real Estate for the following purpose: [X] Owner-occupied [] Rental [] Other:

[] CASH: Buyer's written confirmation of available funds, on verifiable document from funding source, [] is attached [] shall be provided within calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

Buyer's Initials [BB]

Date / Time

Seller's Initials [Signature]

Date / Time 8/24/2022

51 **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and
52 obtaining: (a) fixed adjustable or other first mortgage loan on the Real Estate, (b) in an amount not to exceed
53 96.5 % of the Purchase Price, (c) at an interest rate at prevailing rates and terms not to exceed _____%,
54 (d) for a term of not more than 30 _____ years or at a higher rate or shorter term agreeable to Buyer.

55 **FHA/USDA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining
56 (a) FHA, [(1) fixed or (2) adjustable] (including FHA closing costs), USDA or VA (including VA funding fee)
57 first mortgage loan in the maximum amount not to exceed _____% of the Purchase Price, (b) at an interest rate
58 at prevailing rates and terms not to exceed _____%, (c) for a term of not less than _____ years or
59 at a higher rate or shorter term agreeable to Buyer. Buyer has been provided the **FHA For Your Protection: Get a Home**
60 **Inspection** disclosure. *When the Buyer is financing through FHA, USDA or VA, the Seller may be required to pay for certain fees.*
61 *Check with Buyer's lending institution. Whole house inspection fees may be paid by the VA Buyer, but must be paid outside of the*
62 *Closing. On FHA/USDA/VA contracts, the appraiser is not deemed to be a whole house inspector.*

63 **OTHER FUNDING SOURCE:** _____ (funding source) Buyer's written confirmation of
64 available funds, on verifiable document from funding source, is attached shall be provided within _____ calendar
65 days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may,
66 by written notice to selling REALTOR® or Buyer, terminate this Contract.

67 **Financing Timeframe: IF BUYER FAILS TO PROVIDE WRITTEN CONFIRMATION TO SELLER THAT BUYER**
68 **HAS COMPLETED ANY OF THE REQUIREMENTS OF THE FINANCING TIMEFRAME, AS SET FORTH IN**
69 **SUBSECTIONS (a) THROUGH (d) BELOW, THEN SELLER MAY, AT SELLER'S SOLE DISCRETION, BY**
70 **WRITTEN NOTICE TO BUYER, TERMINATE THIS CONTRACT SO LONG AS WRITTEN NOTICE OF**
71 **TERMINATION IS DELIVERED TO BUYER PRIOR TO RECEIPT OF SUCH WRITTEN CONFIRMATION.**

72 (a) Buyer financing qualification letter based upon initial credit check and preliminary information provided by Buyer stating that
73 such qualification is is not contingent upon the closing of Buyer's other real estate and is attached shall be
74 provided to Seller within _____ calendar days beginning the day following the Contract Acceptance Date.

75 (b) Buyer shall complete a loan application, which shall include providing selected lender with "intent to proceed", including
76 payment for appraisal (if necessary), within 5 _____ calendar days beginning the day following the Contract Acceptance Date
77 and will make a diligent effort to obtain financing. Within such timeframe, Buyer shall provide written notification to Seller
78 naming selected lender and confirming that this provision has been satisfied.

79 (c) Buyer or Buyer's lender shall provide written notification to Seller, that Conditional Approval has been obtained within
80 20 _____ calendar days beginning the day following the Contract Acceptance Date. Conditional Approval shall mean that the
81 loan has been underwritten with credit, income, debts, and assets (collectively, "Creditworthiness") verified and acceptable to
82 lender, subject only to: material changes of Buyer's Creditworthiness, appraisal, and marketability of title to be obtained prior to
83 final loan approval (clear to close).

84 (d) Buyer or Buyer's lender shall provide written notification to Seller, that loan approval (clear to close) has been obtained or waived
85 within 3 _____ calendar days prior to the Date of Closing in Section 22.

86 Buyer shall make a diligent effort to obtain financing and shall provide all lender-requested documents to the lender in a timely
87 manner. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND**
88 **PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

89 **5. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final
90 sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio.
91 In the event the Real Estate does not obtain an appraised value (by either Buyer's appraiser in connection with sale funded by cash or Other Funding
92 Source or Lender's appraiser in connection with a financed sale) equal to or greater than the Purchase Price, Buyer shall have the option to terminate
93 this Contract by delivering written notice to Seller (i) in the event of purchase via Cash or Other Funding Source, within NA _____ calendar days
94 beginning the day following the Contract Acceptance Date, or (ii) in the event of Conventional, FHA, USDA or VA financing, the time-frame set
95 forth in Section 4 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If Buyer
96 does not deliver written notice to Listing REALTOR® Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal
97 Contingency Period, then Buyer's option to terminate this Contract due to appraised value shall be deemed waived.

98 **6. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all buildings, improvements,
99 fixtures, and all items affixed or wired to the Real Estate located thereon (but excluding any items specifically excluded in 6b
100 below), and all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are
101 now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment,
102 including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm
103 windows/doors; shrubbery/landscaping; affixed mirrors; affixed floor covering, wall-to-wall, inlaid and stair carpeting (attached
104 or otherwise); fireplace inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound
105 system mounting brackets (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including
106 non-leased components); affixed humidifiers; water softeners; water purifiers; central vacuum systems and equipment;
107 doorbells/chimes; garage door openers/operating devices; all affixed surveillance, monitoring, security alarm systems/cameras.

Buyer's Initials  Date / Time _____ Seller's Initials  Date / Time 8/24/2008

108 and affixed-system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground
 109 swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents
 110 thereof; electronic underground fencing transmitter and receiver collars, and parking space(s) number(s) _____ and
 111 storage unit number _____ (where applicable). The following appliances shall also be included: ranges, ovens,
 112 microwaves, refrigerators, dishwashers, garbage disposers, and trash compactors. Notwithstanding the foregoing, any free-
 113 standing, countertop appliances shall not be included unless specifically delineated in section 6a), below. **The following items,**
 114 **which are leased in whole or in part, shall be excluded from this sale** (please check appropriate boxes); water softener;
 115 security/alarm system; propane tank; satellite dish; satellite dish components: none

116 **6a) THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE**
 117 **SPECIFICALLY INCLUDED WITH THE REAL ESTATE:** All materials including carpet in the home as seen on
 118 8/20/22

120 **6b) THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:** none

123 **7. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 6 and that they will be
 124 free and clear of any debt, lien or encumbrances at closing (except as listed in Section 22 of this Contract). Seller also represents that
 125 those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 6, together with
 126 their respective spouses, if applicable. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other
 127 right to transfer, documentation of authority to convey the Real Estate shall be provided to the title company upon request.

BB **8. SELLER'S CERTIFICATION:** Seller certifies to Buyer that to the best of Seller's knowledge: The Real Estate: ~~_____~~

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 165 If _____

166 Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to, documents
 167 recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of

Buyer's Initials **BB** _____ Date / Time _____ Seller's Initials **BB** _____ Date / Time _____

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monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation, Minutes for the previous 2 years, and other pertinent documents (collectively, "Documents") within _____ calendar days beginning the day following the Contract Acceptance Date ("Document Delivery Period"). Buyer shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval to Seller within _____ calendar days beginning the day following the actual delivery date within the Document Delivery Period ("Disapproval Period"). If written notice of disapproval is delivered within the Disapproval Period, then this Contract shall become null and void. Unless written notice is delivered within the Disapproval Period, Buyer shall be deemed to have approved the Documents and waives the right to terminate the Contract based upon the terms and conditions of same. If Seller fails to provide Documents as required, Buyer has the right to terminate the Contract within 3 days of the Document Delivery Period by providing written notice to Seller of such termination. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale if required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the lender and/or title company. Buyer shall be responsible for, and Seller shall reasonably assist, in obtaining any lender-required documents from the association.

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Buyer shall pay for all fees for documents required by the lender, including but not be limited to, application fees, association questionnaire fees, appraisal fees, wire transfer fees, etc.

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At the time of closing, Buyer shall pay for any initial capital infusion or advance dues/assessments required by the association and related to the period of Buyer's ownership. Seller shall pay for any and all dues/assessments required by the association that shall come due and payable prior to the date of Closing and related to the period of Seller's ownership. Any dues/assessments that relate to a period of ownership for both, Buyer and Seller, shall be prorated at Closing. Seller shall also pay for the status letter and account transfer fees (this shall include **any and all** administrative, association and/or management fees incurred as a result of the sale and transfer of the real estate, regardless of how they are characterized by the association, including, but not limited to: new account set-up fees, certification fees, transfer fees, administrative fees, etc.), Seller acknowledges that it is Seller's responsibility to provide association contact information to the title company at least 14 calendar days prior to closing. Failure to do this may result in additional charges to Seller. Any and all expedited service fees charged by the association/management company shall be paid by Seller.

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10. MAINTENANCE: Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, including, but not limited to, the grounds and improvements thereon. Seller shall repair or replace any appliances, equipment or systems currently in normal operating condition that fail prior to possession except: none. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently, except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. **Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual obligations.** Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

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11. HOME WARRANTY PROGRAM: Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer selects does not select a home warranty to be provided by

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 A.S. Williams Jr.

227 condition, insurability and cost of a casualty insurance policy(ies), boundaries, and use of the Real Estate shall be the sole
228 responsibility of the Buyer. Buyer is relying solely upon Buyer's examination of the Real Estate (personally or by Buyer's
229 inspectors and/or contractors), the Seller's representations and certifications, including those made herein, under the Ohio
230 Residential Property Disclosure, and under the Lead Based Paint Disclosure, if any. During the Inspection Period, Buyer
231 and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon
232 reasonable notice, and such persons shall be permitted to take photographic or video imagery of areas of the Real Estate
233 for use in reporting and further examination of its condition.

234 Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which
235 repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

236 Buyer understands and agrees that the inspection report(s) are not to be considered a list of required repairs and/or
237 corrections to the Real Estate. Buyer understands that the inspection report(s) may include notes which are for
238 informational purposes only and do not reflect the condition of the Real Estate. Buyer agrees that Seller is not required to
239 bring the Real Estate improvements up to the standards of current building code(s) that are now applicable in the area
240 where the Real Estate is located. Buyer understands that, except as may be further agreed in writing, Seller is not required
241 to make any corrections that may be noted in the inspection report(s).

242 Buyer has has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on
243 the Real Estate, OR N/A for unimproved properties or for improved properties built 1978 or later.

244 Buyer has has not not applicable received the pamphlet "Protect Your Family From Lead in Your Home"
245 Notwithstanding anything to the contrary herein, certain loan types may require certain inspection(s). If so required, Buyer
246 and Seller agree to comply with the lender's requirements.

247 BUYER WAIVES THE RIGHT TO CONDUCT ANY AND ALL REAL ESTATE INSPECTIONS.

248 BUYER ELECTS TO CONDUCT LIMITED INSPECTION OF THE REAL ESTATE. Buyer's inspection contingency
249 is limited to inspection of ONLY the following: Termite and wood-boring insects, Lead-Based Paint Other: _____
250 _____

251 BUYER ELECTS TO CONDUCT FULL INSPECTION OF THE REAL ESTATE. Buyer's inspection contingency is
252 unlimited in scope. Buyer may, but shall not be required to, conduct an inspection of any and all qualities, conditions and aspects of the
253 Real Estate, its land, and its improvements. By way of example, this shall include, but shall not be limited to: survey, fixtures, operating
254 systems, air conditioning, heating, roofing, pool, water quality/quantity, structural integrity, well, septic system, cistern, plumbing,
255 fireplace, mold, electrical, asbestos, radon, infestations, termite and wood-boring insects, lead-based paint, tree(s) quality and condition.

256 In accordance with Buyer's above election:

257 A. Buyer shall have a period of 6 _____ calendar days (the "Inspection Period,") beginning on the day following
258 the Contract Acceptance Date, to conduct and complete any and all inspections of the Real Estate. ~~Prior to the end of the~~
259 ~~Inspection Period, Buyer shall:~~

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Buyer's Initials Date / Time _____ Seller's Initial Date / Time 8/24/2022



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307 **15. PROPERTY SURVEY:** Buyer acknowledges that it is Buyer's responsibility to confirm the location of the boundary lines
308 and/or to confirm the location of the improvements upon the Real Estate relative to such boundary lines, setback lines and/or
309 easements. Buyer, at Buyer's expense, shall obtain any survey of the Real Estate desired by Buyer and/or required by Buyer's
310 lender. **If Buyer desires for Buyer's obligations under this Contract to be contingent upon Buyer's satisfactory review of**
311 **evidence of survey, Buyer must complete any desired survey and proceed in accordance with the timelines and process**
312 **stated Section 14., herein. (Note: Any survey evidence required by lender is not subject to Buyer's Inspection contingency**
313 **and may still impact lender's terms and conditions to lend.)**

314 **16. PROPERTY INSURANCE VERIFICATION CONTINGENCY:** Buyer(s) acknowledges that it is Buyer's sole
315 responsibility to make inquiries and to confirm availability and cost of any and all policy(ies) of insurance reasonably desired by
316 Buyer and/or required by Buyer's lender, including, but not limited to, hazard, flood and personal property insurance. **BUYER IS**
317 **RELYING ON BUYER'S OWN UNDERSTANDING OF INSURANCE TO BE OBTAINED.** Buyer shall have **Fourteen**
318 **(14) calendar days** beginning the day following the Contract Acceptance Date to confirm that such insurance policy(ies) is/are
319 available and that the cost is acceptable to Buyer and Buyer's lender. If Buyer cannot obtain such policy(ies) and/or if the cost is
320 not acceptable to Buyer or Buyer's lender, then Buyer shall have the right to terminate this Contract by providing written
321 notification to Seller before the expiration of this Fourteen (14) calendar day period. If Buyer does not timely deliver to Seller a
322 written notice of termination, this contingency shall be waived.

323 **17. SELLER'S COOPERATION:** Seller agrees to make the Real Estate available, at reasonable hours, for access by licensed
324 real estate agents/brokers and Buyer, Buyer's inspectors, licensed appraisers and other authorized parties as required in order to
325 satisfy the terms of the Contract. **Seller shall have ALL utilities servicing the Real Estate on during the pendency of this**
326 **Contract. Buyer acknowledges that Buyer is not authorized to be present on the Real Estate without a licensed real estate**
327 **agent unless prior, express, written authorization is obtained from the Seller.**

328 **18. OTHER CONTINGENCIES/AGREEMENTS:**

329 See attached Addenda which are signed by all parties and incorporated into this Contract: Inspections are for Buyer Information
330 Purposes Only

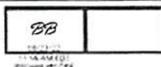


See addendum A attached hereto and made a part of hereof

this is an AS-IS, Where-IS Sale

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Buyer's Initials



Date / Time

Seller's Initials



Date / Time

8/24/2022

336 **19. TITLE INSURANCE:** Title insurance is designed to protect the policyholder of such title insurance for covered losses
337 caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance
338 is issued. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of
339 owner's title insurance from a title insurance agency or provider. **An Owner's Policy of Title Insurance, while not required,
340 is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide protection
341 to the Buyer.** Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance
342 prior to Closing.

343 1) Buyer **does not** select an Owner's Policy of Title Insurance at this time. Buyer may have the ability to obtain an Owner's
344 Policy of Title Insurance on or after the time of closing, but any decision to obtain an Owner's Policy of Title Insurance after
345 the date of Contract Acceptance shall be at Buyer's sole cost and expense and Buyer acknowledges that certain title premium
346 discounts that are available at the time of closing will not be available when an Owner's Policy of Title Insurance is purchased
347 at a later time.

348 2) **Buyer does select an Owner's Policy of Title Insurance, and:**

349 a) Buyer selects an Owner's Policy of Title Insurance at Buyer's expense.

350 b) Seller shall pay an amount not to exceed \$300 towards the purchase of an Owner's Policy of Title Insurance and Buyer
351 shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium.

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353 c) Seller shall pay the entire cost of an Owner's Policy of Title Insurance premium. When issued in connection with a
354 lender's policy, seller shall pay the difference between lender and owner's policy including any simultaneous issue fees.

355 **Seller's agreement to pay any amount toward the purchase of an Owner's Policy of Title Insurance shall only apply to**
356 **Buyer's election to purchase this policy at the time of closing.**

357 **20. PRORATIONS OF REAL ESTATE TAXES AND ASSESSMENTS:** Tax bills in Ohio are billed a full year in arrears.
358 Buyer shall be responsible for any and all property tax bills that come due and payable in the next, semi-annual period that begins
359 after the date of closing, including bills that relate to a period of ownership prior to Buyer's purchase. At Closing, Seller shall pay
360 or credit on the settlement statement (a) all real estate taxes and assessments, including, but not limited to, penalties and interest,
361 which became due and payable prior to and in the semi-annual period in which the Closing occurs, (b) a pro rata share, calculated
362 as of the closing date in the manner set forth below, of the real estate taxes and assessments becoming due and payable after the
363 closing, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment
364 if the Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has
365 indicated that Buyer is acquiring the Real Estate for agricultural purposes.

366 If checked, Buyer hereby states that Buyer will use Real Estate for agricultural purposes and expressly waives Seller's payment
367 to Buyer of the estimated agricultural tax savings subject to CAUV recoupment.

368 **TAX PRORATIONS:** Unless otherwise stated herein, all tax prorations shall be final at Closing. All prorations of real estate taxes
369 shall be based upon the most recent available tax rates, assessments and valuations based upon the assessment method used by the
370 county in which the Real Estate is located. It is the intent of the Seller and Buyer that each shall pay the real estate expenses as
371 follows:

372 Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays
373 entire taxes due which cover the tax period(s) up to the date of Closing.

374 Short Proration Method: **ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS USED** - Seller's share
375 shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the most recently
376 assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of days from the first
377 day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method shall be applicable and
378 shall supersede the provision to use the Long Proration Method.

379 **ASSESSMENTS:** Any special assessments are payable in a single annual installment and shall be prorated based upon the
380 assessment method selected above. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real
381 estate taxes and assessments may differ from the amounts prorated at Closing. However, all Closing prorations shall be final,
382 except for the following (if applicable): (i.e., tax abated property, new construction, etc.) none
383 _____ . Buyer shall assume responsibility for above items upon Closing.

384 **NEW CONSTRUCTION:** The Real Estate may contain a newly-constructed residence which at the time of Closing does not yet
385 appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant
386 or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and
387 the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are issued after the Closing
388 which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately pay the additional
389 appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and
390 delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. Buyer shall be solely
391 responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

Buyer's Initials 

Date / Time _____

Seller's Initials 

Date / Time 8/24/2022

Art E. Wilkerson Jr

392 21. OTHER PRORATIONS: It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a) and
393 (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of
394 Closing: (a) homeowner/condominium association assessments and other charges imposed by the association under the terms of
395 the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as
396 of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage
397 deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations
398 are based on the information provided at closing and that actual amounts charged and/or collected for prorated items may differ;
399 however, all Closing prorations shall be final.

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400 22. CONVEYANCE AND CLOSING: Closing services will be provided by title company designated by Buyer:
401 seller choice _____ (title company name and phone
402 number). Title company and/or its attorney(s) do not represent either Buyer or Seller. If Buyer or Seller desires legal representation,
403 they shall hire their own attorney. Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At
404 Closing, Seller shall be responsible for transfer taxes/conveyance fees, Condominium or HOA transfer fees (this shall include any
405 and all administrative, association and/or management fees incurred as a result of the sale of the real estate, including, but not
406 limited to: new account set-up fees, certification fees, transfer fees, etc.), cost of acquiring HOA status letters, or any documents
407 required by the HOA to facilitate the transfer of the real estate, deed preparation, title company settlement fees chargeable to Seller,
408 the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this
409 Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title
410 Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee
411 simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, with the exception of the
412 following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage
413 expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments
414 becoming due and payable after Closing, (5) zoning and other laws, (6) homeowner/condominium association fees becoming
415 due and payable after Closing, and (7) the following assessments (certified or otherwise): _____
416 _____ Seller shall have the right at Closing to pay out of the
417 Purchase Price any and all encumbrances or liens.

418 Date of Closing shall be 09/23/2022, or as mutually agreed by the parties. Notwithstanding
419 anything to the contrary, in the event that Buyer and Seller are proceeding in good faith performance under this Contract and
420 Closing cannot occur due to occurrence or circumstance out of the direct control of either party, the Date of Closing shall be
421 extended for a period of up to 7 calendar days. Unless otherwise agreed, such extension shall extend the terms of Possession and
422 Occupancy by an equal number of days as Closing was extended.

423 Make deed to: Brenda Bettac

424 23. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given
425 1) at Closing or
426 2) on or before _____ o'clock (A.M.) (P.M.) (Noon) EASTERN/DAYLIGHT STANDARD TIME on
427 _____ (date), or such earlier possession/occupancy date that the Seller so notifies the Buyer.

428 Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities
429 used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall
430 pay for all final bills rendered from such meter readings. Seller shall provide all keys, door openers, and information for items that
431 require codes/programming no later than the time of occupancy. Seller acknowledges and agrees that prior to Buyer taking possession
432 of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris. **If Seller fails to
433 vacate as agreed in this Contract or any attached post-closing occupancy agreement, Seller shall be responsible for all additional
434 expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.** This provision
435 shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision.

436 24. AGENCY DISCLOSURES: Buyer and Seller acknowledge having reviewed the state-mandated agency disclosure statement(s).

437 25. COMPANY SPECIFIC PROVISIONS: _____
438 _____
439 _____
440 _____
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442 26. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT: Seller and Buyer acknowledge that REALTOR® shall disclose
443 this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S.
444 participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer
445 acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent
446 of the parties. Seller and Buyer authorize REALTOR® to disclose financing settlement charges paid by Seller and other concession data
447 upon inquiry by other real estate professionals and to any authorized database, as applicable, to the extent necessary to establish accurate
448 market value.

Buyer's Initials BB Date / Time _____ Seller's Initials [Signature] Date / Time 8/24/2022

449 **27. SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied
450 agreement exists. ANY SUBSEQUENT CONDITIONS, AMENDMENTS AND/OR OTHER MODIFICATIONS TO
451 THIS CONTRACT SHALL NOT BE VALID AND BINDING UPON THE PARTIES UNLESS IN WRITING AND
452 SIGNED BY ALL PARTIES, UPON WHICH SUCH WRITTEN AGREEMENT SHALL BECOME AN INTEGRAL
453 PART OF THE CONTRACT. This Contract shall be binding upon the parties, their heirs, administrators, executors,
454 successors and assigns.

455 This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together,
456 shall constitute one and the same instrument. Faxes and Internet transmissions are an acceptable method of communication for
457 physical delivery of the Contract, addenda(s) and notifications in this transaction and shall be binding upon the parties.

458 **28. GENERAL TERMS:** This Contract shall be interpreted and construed in accordance with the laws of the State of Ohio. Any
459 and all Seller certifications, representations and/or warranties contained herein shall survive the actual date of closing for a period
460 of One (1) year. If any provision of this agreement shall be deemed unenforceable by a court of law, this agreement shall be
461 deemed modified only to the extent of such unenforceable provision(s) and the remainder of the agreement shall remain in full
462 force and effect.

463 **29. SELLER NON-FOREIGN STATUS.** Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real
464 property interest must, under certain circumstances, withhold tax if the transferor is a foreign person. If Seller is a foreign
465 person (as that term is defined in the Internal Revenue Code and Income Tax Regulations), Seller acknowledges and agrees
466 that at the time of Closing, Buyer may require tax withholding from Seller's proceeds up to the maximum amount permitted
467 by law.

468 **30. ELECTRONIC SIGNATURES:** Manual or electronic signatures on contract documents, transmitted in original, facsimile
469 or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in
470 connection with this Contract.

471 **31. INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information
472 provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and
473 agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages,
474 lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or
475 concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

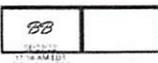
476 **32. ELECTRONIC/WIRE FRAUD:** Email is **not** always secure or confidential. Never respond to a request that you send
477 funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers
478 without first verifying the identity of the person requesting the information. If you receive an email message concerning a
479 transaction and the email requests that you send funds or provide nonpublic personal information, **do not respond** to the email
480 before verifying the identity of the person requesting the information and immediately contact the known individual/entity with
481 whom you have an established relationship using a separate verified method of communication to determine/notify of suspected
482 email fraud. **Only send nonpublic personal information to a verified and authorized recipient, and via secure methods**
483 **of communication.**

484 **33. ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision
485 in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this Contract
486 must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or sources for
487 such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the
488 services and/or products of such companies or sources.

489 **34. CONTRACT ACCEPTANCE DATE:** As used herein, the Contract Acceptance Date shall be defined as the date on which
490 all provisions of the Contract have been accepted and agreed by all parties to the Contract, and the document reflecting the final
491 signatures of acceptance has been physically delivered to the other party ("Contract Acceptance Date"). Contract performance
492 dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.

493 **35. EXPIRATION:** This offer is void if not accepted in writing on this Contract form, with this form physically delivered to
494 Buyer on or before 5:00 o'clock (A.M.) (P.M.) (Noon) EASTERN/DAYLIGHT STANDARD TIME
495 08/24/2022 (date).

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Buyer's Initials 

Date / Time _____

Seller's Initials 

Date / Time 8/24/2022

496 **36. BUYER CERTIFICATION:** Buyer certifies and warrants that the signatory(ies) below has/have full authority to enter into
497 this agreement and that any and all additional signatories, spouse* or otherwise, who are necessary in order to purchase the property
498 or obtain lender financing for the Real Estate purchase have expressly agreed to sign such required purchase and/or financing
499 documents. (*Dower or other spousal rights may require signature of spouse even if spouse is not on loan or title deed.)

Brenda Bettac
Print Buyer's Name Signature of Buyer or authorized party Date/Time

Print Buyer's Name Signature of Buyer or authorized party Date/Time

Buyer's Address _____

500 **37. ACTION AND CERTIFICATION BY SELLER:** The undersigned Seller has read and fully understands the foregoing
501 offer. Seller certifies and warrants that the signatory(ies) below are all of the title owners and each has/have full authority to enter
502 into this Contract and that any and all additional signatories, spouse* or otherwise, who are necessary in order to convey the Real
503 Estate, have expressly agreed to sign such required purchase and/or financing documents. (*Dower or other spousal rights may
504 require signature of spouse even if spouse is not on title deed.)

505 List all persons or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the
506 Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the real
507 estate: _____

508 . In the event of power of attorney, trust, corporation,
509 limited liability company, inheritance or other right to transfer, documentation of authority to convey the Real Estate shall be
510 provided to the title company/settlement agent upon request.

511 Seller hereby:
512 **accepts** said offer and agrees to convey the Real Estate according to the above terms and conditions,
513 **rejects** said offer, or
514 **counteroffers** according to the above modifications initialed and dated by Seller, which counteroffer shall become null and
515 void if not accepted in writing on this Contract form, with this form physically delivered to Seller or Seller's agent on or before
516 _____ o'clock (A.M.) (P.M.) (Noon) EASTERN/DAYLIGHT STANDARD TIME _____ (Date).

Print Seller's Name Signature Date/Time

Print Seller's Name Signature of Seller or authorized party Date/Time

Seller's Address Dottore Companies, LLC
2344 Canal Rd.
Cleveland, OH 44113-2535

THE INFORMATION PROVIDED BELOW IS FOR ADMINISTRATIVE PROCESSING

CONTRACT ACCEPTANCE DATE (DATE OF DELIVERY OF FINAL SIGNATURES): _____
(Date/Time)

Note: Until acceptance of final offer/counter-offer has been physically delivered to the other party, either party may rescind their offer/counteroffer. Therefore, delivery of final contract to other party is to be made as soon as possible on the date of final signature(s).

RECEIPT OF EARNEST MONEY DEPOSIT: Failure to provide written verification as provided in Section 3 of the Contract to Purchase may result in Seller's termination of the Contract.

I hereby certify receipt of Earnest Money (check/money order # _____, wire/electronic transfer # _____, cash, other _____) in the amount of \$5,000.00

I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that failure to deposit in a timely manner is a violation of license law.

Laura Zembrodt
Print REALTOR®'s Name/Firm Comey and Shepherd Realtors REALTOR®'s Signature Date/Time

AS-IS Addendum A

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

Address: 3757 Merwin Ten Mile, Pierce Twp, OH 45245 (PPN 282808D141)
(the "**Property**")
Buyer: Brenda Bettac 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.



9:52 AM EDT
document verified



00033071-1 }

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



This an AS-IS, WHERE-IS Sale

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: 08/22/2022, 2022

Dated: 8/24, 2022

Brenda Bettac
dotloop verified
08/22/22 2:08 PM EDT
SCNK-FM3M-X8EU-XR2H
_____ or Assign

Mark E. Dottore
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 *As Is Where Is*

EXHIBIT B



PRELIMINARY JUDICIAL REPORT

FILED

2022 AUG 12 PM 3: 14

File No.: 20220038PJR

PJR No.: PJR80793165
BARBARA A. WIEDENBEIN
CLERK OF COMMON PLEAS
CLERMONT COUNTY, OH

Guaranteed Party Name and Address:

2022 CVE 00785 JUDGE MILES

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 \$175,712.64 that it has examined the public records in Clermont 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 Volume OR 2874, Page 944 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.

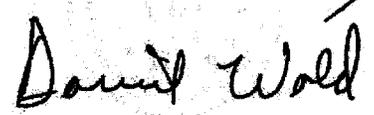
This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: June 30, 2022 at 07:29 AM

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

Issued By:
Kingdom Title Solutions, Inc.

By: 
Authorized Officer or Agent

By:  President
Attest:  Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Situated in Pierce Township, Clermont County, Ohio and in Stevens' Military Survey Nos. 1671-1672-1673 and being more particularly described as follows:

Beginning at a point in the centerline of Merwin-Ten Mile Road, said point being 357.00 feet South of the intersection of Orchard Drive;

Thence, with the centerline of said road S. 2 deg. 57' W. 100.00 feet;

Thence N. 87 deg. 03' W. 264.00 feet;

Thence N. 2 deg. 57' E. 100.00 feet;

Thence, S. 87 deg. 3' E. 264.00 feet to the point of beginning and containing 0.606 acres of land subject to legal highways and easements of record.

Parcel No. 282808D141

For Informational Purposes Only:

Commonly known as 3757 Merwin Ten Mile Road, Cincinnati, OH 45245

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**PRELIMINARY JUDICIAL REPORT
SCHEDULE B**

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

- 1. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed bylaw and not shown in the public records.
- 2. 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: 282808D141

Taxes and assessment for the first half of 2021, in the amount of \$1,303.00 are PAST DUE and payable.

Taxes and assessment for the second half 2021, in the amount of \$1,303.00 are now due and payable.

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

AMOUNT DUE through 2nd half 2021 is \$5,926.29 plus penalty, if any.
Homestead Reduction \$254.50 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 AEM Services, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company, covering caption premises, in the amount of \$167,000.00, dated December 22, 2020, recorded March 24, 2021, and recorded as Volume OR 2874, Page 946 of Clermont County Records.
- 5. UCC Financing statement naming FTF Lending, LLC, as secured party, and The AEM Services, LLC, as debtor, filed March 24, 2021 of record as Volume OR 2874, Page 979.
- 6. 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

DEED | 202100009357 | OR 2874 / p944 | Recorded in CLERMONT COUNTY, OH 03/24/2021 10:19 AM

03/24/2021
Legal Description
APPROVED
Clermont County, OH Engineer
Jeremy P. Evans, P.E., P.S.
BY: ALBACE
282808D141. 0.606 AC 17M-102

This Conveyance has been examined
and the Grantor has complied with
Section 318.202 of the Revised Code.
Purchase Price: \$118,000.00
Transfer #1713 Transfer Fee: \$0.50
Conveyance Fee: \$472.00
Filed with the office of
Linda L. Fraley
03/24/2021
BY: MCLARK

E-RECORDING
202100009357
Filed for Record in Clermont County, Ohio
Deborah Hall Clepper, Recorder
03/24/2021 10:19 AM Recording Fees: \$34.00
DEED OR 2874 / p944 - p945

GENERAL WARRANTY DEED

Robert L. Bradford and Gwnedolyn M. Bradford, by Robert L. Bradford, pursuant to a power of attorney, husband and wife, ("Grantors"), for valuable consideration, hereby grant unto AEM Services LLC, a Delaware Limited Liability Company, ("Grantee") with General Warranty Covenants, all of their right, title and interest in the following described property:

Situated in Pierce Township, Clermont County, Ohio and in Stevens' Military Survey Nos. 1671-1672-1673 and being more particularly described as follows:

Beginning at a point in the centerline of Merwin-Ten Mile Road, said point being 357.00 feet South of the intersection of Orchard Drive;

Thence, with the centerline of said road S. 2 deg. 57' W. 100.00 feet;

Thence N. 87 deg. 03' W. 264.00 feet;

Thence N. 2 deg. 57' E. 100.00 feet;

Thence, S. 87 deg. 3' E. 264.00 feet to the point of beginning and containing 0.606 acres of land subject to legal highways and easements of record.

Parcel No. 282808D141

Prior Instrument Reference: Volume 716, Page 354

Commonly known as 3757 Merwin Ten Mile Road, Cincinnati, Ohio 45245

Subject to conditions and restrictions of record, easements however created, encroachments which do not materially and adversely affect the use and enjoyment of the premises, zoning, and taxes and assessments which are a lien but not yet due and payable.

IN WITNESS WHEREOF, Grantors execute this as of the date of notarization below.

x Robert L. Bradford
Robert L. Bradford

x Gwenedolyn M. Bradford POA
Gwenedolyn M. Bradford
By: Robert L. Bradford, POA

State: KENTUCKY

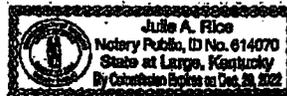
County: CAMPBELL

This is an acknowledgment; no oath or affirmation has been administered.

In Testimony Whereof, before me a notary public, personally appeared the individuals, who did sign Robert L. Bradford and Gwenedolyn M. Bradford, by Robert L. Bradford, pursuant to a power of attorney, whom acknowledged that they executed the foregoing instrument and that the same is their free will and deed, this 22ND day of DECEMBER, 2020.

This instrument prepared by:
Robyn R. Dixon, Esq.
250 S. Chestnut St. #23
Ravenna, Ohio 44266

Julie A. Rice
Notary Public



PARID: 282808D141.
AEM SERVICES LLC

3757 MERWIN TEN MILE RD

Parcel

Address 3757 MERWIN TEN MILE RD
 Unit #
 Class RESIDENTIAL
 Land Use Code 510-R - SINGLE FAMILY DWELLING, PLATTED LOT
 (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)
 Tax Roll RP_OH
 Neighborhood 01834R28
 Total Acres .61
 Taxing District 28
 District Name PIERCE TWP / WEST CLERMONT LSD
 Gross Tax Rate 98.93
 Effective Tax Rate 64.990934
 Non-Business Credit 8.3973
 Owner Occupancy Credit 2.0993

Owner

Owner 1 AEM SERVICES LLC
 Owner 2

Tax Mailing Name and Address

Mailing Name 1 AEM SERVICES LLC
 Mailing Name 2
 Address 1 2998 WEST MARKET STREET
 Address 2
 Address 3 AKRON OH 44333
 Mortgage Company
 Mortgage Company Name

Legal

Legal Desc 1
 Legal Desc 2
 Legal Desc 3

Taxes Charged

Tax Roll	Delq Taxes	1ST Taxes	2ND Taxes	Total Charged
RP_OH	\$3,040.51	\$1,582.78	\$1,303.00	\$5,926.29

Taxes Due

Tax Roll	Delq Taxes	1ST Taxes	2ND Taxes	Total Due
RP_OH	\$3,040.51	\$1,582.78	\$1,303.00	\$5,926.29

Homestead Credits

Homestead Exemption YES
 Owner Occupancy Credit YES

PARID: 282808D141.
AEM SERVICES LLC

3757 MERWIN TEN MILE RD

Tax Summary

Rolltype	Effective Year	Project	Cycle	Original Charge	Adjustments	Payments	Total
RP_OH	2020		1	\$1,333.31	\$130.32	\$0.00	\$1,463.63
RP_OH	2020		2	\$1,303.21	\$273.67	\$0.00	\$1,576.88
RP_OH	2021	11111	1	\$0.00	\$149.48	\$0.00	\$149.48
RP_OH	2021		1	\$1,303.00	\$130.30	\$0.00	\$1,433.30
RP_OH	2021		2	\$1,303.00	\$0.00	\$0.00	\$1,303.00
Total:				\$5,242.52	\$683.77	\$0.00	\$5,926.29

Adjustment Description

Prior Year	Effective Date	Form	Reason
2021	20-SEP-21	36615	DELQ COUNTY UTIL (11111) RES 138-21

Full Year Charges as of Duplicate

Original Charge	\$5,297.80
Reduction	-\$1,817.52
Adjusted Charge	\$3,480.28
Non Business Credit	-\$292.28
Homestead Exemption	-\$509.00
Owner Occupancy Credit	-\$73.02
Farm Recoupment	\$0.00
Total Full Year Real Estate Only	\$2,606.00
Special Assessment	\$0.00
Total Full Year Current Charges	\$2,606.00

1st Half Current Charges (Includes adjustments)

Original Charge	\$2,648.90
Reduction	-\$908.76
Adjusted Charge	\$1,740.14
Non Business Credit	-\$146.13
Homestead Exemption	-\$254.50
Owner Occupancy Credit	-\$36.51
Penalty	\$130.30
Farm Recoupment	\$0.00
Total 1st Half Real Estate Only	\$1,433.30
Special Assessment	\$149.48
Total 1st Half Current Charges	\$1,582.78

2nd Half Current Charges (Includes adjustments)

Original Charge	\$2,648.90
Reduction	-\$908.76
Adjusted Charge	\$1,740.14
Non Business Credit	-\$146.13
Homestead Exemption	-\$254.50
Owner Occupancy Credit	-\$36.51
Penalty	\$0.00
Farm Recoupment	\$0.00
Total 2nd Half Real Estate Only	\$1,303.00
Special Assessment	\$0.00
Total 2nd Half Current Charges	\$1,303.00

Delinquent Charges

Original Delinquent	\$3,010.41
Original Interest	\$30.10
Total Original Delinquent Real Estate Only	\$3,040.51
Special Assessment Delq	\$0.00
Special Assessment Interest	\$0.00
Total Original Delinquent	\$3,040.51
Current Delinquent	\$3,010.41

Current Interest	\$30.10
Total Current Delinquent Real Estate Only	\$3,040.51
Special Assessment Delq+int	\$.00
Total Current Delinquent	\$3,040.51

PARID: 282808D141.
AEM SERVICES LLC

3757 MERWIN TEN MILE RD

Appraised Value 2021 (100%)

Land Value	\$36,400
Building Value	\$116,600
Total Value	\$153,000
CAUV	\$0

Assessed Value 2021 (35%)

Land Value	\$12,740
Building Value	\$40,810
Total Value	\$53,550
CAUV	\$0

E-RECORDING
202100009358
Filed for Record in Clermont County, Ohio
Deborah Hall Clepper, Recorder
03/24/2021 10:19 AM Recording Fees: \$282.00
MTG OR 2874 / p848 - p878

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

to

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

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

American/Kingdom
20202505

Date
December 22, 2020

Address	Property	Parcel ID	County
3757 Merwin Ten Mile Pierce Township, OH 45245		282808D141	Claremont

PREPARED BY AND RETURN TO:
Samantha L. Licker, Esquire
Fund That Flip
1300 E. 9th St., Suite 800, Cleveland, OH 44114

Mortgagor: The AEM Services, LLC an Ohio Limited Liability Company
Loan: FTF_25969_39892

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

THE MAXIMUM PRINCIPAL AMOUNT SECURED HEREBUNDER IS \$167,000.00.

THIS OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT (the "Mortgage") is made and entered on December 22, 2020, by and between The AEM Services, LLC an Ohio Limited Liability Company ("Mortgagor" and sometimes "Borrower"), having its principal place of business and for purposes of notice and legal process at 2998 W. Market St., Akron, OH 44333, and FTF Lending, LLC, a Delaware Limited Liability Company ("Mortgagee" and sometimes "Lender"), having a principal place of business and for purposes of notice and legal process at 1300 E. 9th St., Suite 800, Cleveland, OH 44114.

WITNESSETH:

To secure the payment of an indebtedness in the principal sum of \$167,000.00, lawful money of the United States of America, to be paid with interest according to a certain promissory note dated of even date herewith made by Mortgagor to Mortgagee (the promissory note together with all extensions, renewals or modifications thereof being hereinafter collectively called the "Note") (said indebtedness, interest and all other sums due hereunder and under the Note being collectively called the "Debt"), Mortgagor has mortgaged, given, granted, bargained, sold, conveyed, assigned, transferred, pledged, set over, and hypothecated and by these presents does mortgage, give, grant, bargain, sell, convey, assign, transfer, confirm, pledge, set over and hypothecate unto Mortgagee that certain real property situated in the County of Clermont, State of Ohio, more commonly known 3757 Merwin Ten Mile, Pierce Township, OH 45245, and more fully described in Exhibit A attached hereto (individually and collectively, the "Premises") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements"); and

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

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

Mortgagor: The ABM Services, LLC an Ohio Limited Liability Company
Loan#TFP_25969_39892

Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto; and

- b. all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively called the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Mortgaged Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage; and
- c. all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property; and
- d. all leases and other agreements affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore or hereafter entered into (the "Leases") and all rents, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; and
- e. all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; and

Mortgagor: The AEM Services, LLC an Ohio Limited Liability Company
Loan: FTF_25969_39892

- f. the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property; and

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever; and

PROVIDED, HOWEVER, these presents are upon the express condition that, if Mortgagor shall well and truly pay to Mortgagee the Debt at the time and in the manner provided in the Note and this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, these presents and the estate hereby granted shall cease, terminate and be void;

AND Mortgagor represents and warrants to and covenants and agrees with Mortgagee as follows:

1. Payment of Debt and Incorporation of Covenants, Conditions and Agreements. Mortgagor will pay the Debt at the time and in the manner provided in the Note and in this Mortgage. All the covenants, conditions and agreements contained in (a) the Note and (b) all and any of the documents other than the Note or this Mortgage, now or hereafter executed by Mortgagor and/or others and by or in favor of Mortgagee, including any guaranty of the Loan (each such guaranty being referred to herein, individually and collectively, together with all extensions, renewals, modifications, substitutions and amendments thereof, as the "Guaranty") which wholly or partially secure or guaranty payment of the Note (the "Other Security Documents") are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.
2. Warranty of Title. Mortgagor warrants that Mortgagor has good title to the Mortgaged Property and has the right to mortgage, give, grant, bargain, sell, assign, transfer, convey, confirm, pledge, set over and hypothecate the same and that Mortgagor possesses an unencumbered fee estate in the Premises and the Improvements and that it owns the Mortgaged Property free and clear of all liens, encumbrances and charges whatsoever except for those exceptions shown in the title insurance policy insuring the lien of this Mortgage. Mortgagor shall forever warrant, defend and preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against the claims of all persons whomsoever.
3. Insurance.
 - 3.1. Mortgagor will keep the Mortgaged Property insured against loss or damage by fire, flood and such other hazards, risks and matters, including without limitation, (i) "All Risk" fire and extended coverage hazard insurance (non-reporting

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Commercial Property Policy with Special Cause of Loss form) covering the Mortgaged Property in an aggregate amount not less than 100.00% of the agreed upon full insurable replacement value of the Mortgaged Property and naming Mortgagee, its successors and assigns as their interests may appear, as the first mortgagee under a standard mortgage endorsement clause; (ii) comprehensive general public liability insurance covering injury and damage to persons and property with limits reasonably acceptable to Mortgagee and naming Mortgagee, its successors and assigns as their interests may appear, as an additional insured; (iii) if the Mortgaged Property is located within a "special flood hazard area" as identified by the Secretary of Housing and Urban Development under the National Flood Insurance Reform Act of 1994, flood insurance in the amount equal to the lesser of (A) the agreed upon full insurable replacement value of the Mortgaged Property (less any value attributable to the Property), or (B) the maximum available amount through the Federal Flood Insurance Program, and naming Mortgagee, its successors and assigns as their interests may appear, as the first mortgagee under a standard mortgage endorsement clause; (iv) insurance which complies with the workers' compensation and employers liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (v) such other insurance as Mortgagee may reasonably require from time to time in amounts and with carriers reasonably satisfactory to Mortgagee, all of the foregoing without exclusion for acts of terrorism. All of the policies required hereunder (the "Policies") shall (i) be assigned and delivered to Mortgagee; (ii) include a provision that such Policy will not be cancelled, altered or in any way limited in coverage or reduced in amount unless Mortgagee is notified in writing at least 30 days prior to such cancellation or change (and Mortgagor will deliver evidence satisfactory to Mortgagee of the renewal of each of the Policies not later than 15 days prior to the expiration date of same); (iii) contain a mortgagee non contribution clause naming Mortgagee as the person to which all payments made by such insurance company shall be paid; and (iv) be written on such forms as are reasonably acceptable to Mortgagee by insurance companies authorized or licensed to do business in the state in which the Mortgaged Property is located having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than IX. Mortgagor shall pay the premiums for such insurance (the "Insurance Premiums") as the same become due and payable.

- 3.2. If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee, after deduction of Mortgagee's reasonable costs and expenses of collection, toward payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate; provided that, so long as no Event of Default (as hereinafter defined) has occurred and is continuing, any

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such proceeds which are not in excess of \$5,000.00 shall be disbursed directly to Mortgagor to be applied towards the cost of the repair or restoration of the Mortgaged Property.

4. Payment of Taxes, Etc. Mortgagor shall pay all taxes, assessments, water rates and sewer rents, now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof (the "Taxes") and all ground rents, maintenance charges, other governmental impositions, and other charges, including without limitation vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof (the "Other Charges") as same become due and payable; provided that, Mortgagor shall not be required to pay such Taxes or Other Charges if the validity or amount thereof shall currently be contested in good faith by appropriate proceedings and, in such event, Mortgagor has set aside on their books, adequate reserves with respect thereto. Mortgagor will deliver to Mortgagee, promptly upon Mortgagee's request, evidence satisfactory to Mortgagee that the Taxes and Other Charges have been so paid or are not then delinquent. Other than liens or charges which are being contested in good faith by appropriate legal proceedings, Mortgagor shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Mortgaged Property, and shall promptly pay for all utility services provided to the Mortgaged Property. Upon request, Mortgagor shall furnish to Mortgagee receipts for the payment of the Taxes, Other Charges and said utility services prior to the date the same shall become delinquent.
5. Escrow Fund. Mortgagor shall, at the option of Mortgagee, pay to Mortgagee on the first day of each calendar month (a) one-twelfth of an amount which would be sufficient to pay the Taxes payable, or estimated by Mortgagee to be payable, during the next ensuing 12 months and (b) one-twelfth of an amount which would be sufficient to pay the Insurance Premiums due for the renewal of the coverage afforded by the Policies upon the expiration thereof (said amounts in (a) and (b) above hereinafter called the "Escrow Fund"). The Escrow Fund and the payments of interest or principal or both, payable pursuant to the Note shall be added together and shall be paid as an aggregate sum by Mortgagor to Mortgagee. Mortgagor hereby pledges to Mortgagee any and all monies now or hereafter deposited in the Escrow Fund as additional security for the payment of the Debt. Mortgagee will apply the Escrow Fund to payments of Taxes and Insurance Premiums required to be made by Mortgagor pursuant to Paragraphs 3 and 4 hereof. If the amount of the Escrow Fund shall exceed the amounts due for Taxes and Insurance Premiums pursuant to Paragraphs 3 and 4 hereof, Mortgagee shall, in its discretion, return any excess to Mortgagor or credit such excess against future payments to be made to the Escrow Fund. In allocating such excess, Mortgagee may deal with the person shown on the records of Mortgagee to be the owner of the Mortgaged Property. If the Escrow Fund is not sufficient to pay the items set forth in (a) and (b) above, Mortgagor shall promptly pay to Mortgagee, upon demand, an amount which Mortgagee shall estimate as sufficient to make up the

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deficiency. Upon the occurrence of an Event of Default (hereinafter defined), Mortgagee may apply any sums then present in the Escrow Fund to the payment of the following items in any order in its uncontrolled discretion:

- 5.1. Taxes and Other Charges; or
- 5.2. Insurance Premiums; or
- 5.3. Interest on the unpaid principal balance of the Note; or
- 5.4. Amortization of the unpaid principal balance of the Note; or
- 5.5. All other sums payable pursuant to the Note, this Mortgage and the Other Security Documents, including without limitation advances made by Mortgagee pursuant to the terms of this Mortgage.

Until expended or applied as above provided, any amounts in the Escrow Fund shall constitute additional security for the Debt. The Escrow Fund shall not constitute a trust fund and may be commingled with other monies held by Mortgagee. No earnings or interest on the Escrow Fund shall be payable to Mortgagor.

6. Condemnation. Mortgagor shall promptly give Mortgagee notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Mortgagee copies of any and all papers served in connection with such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Mortgagor shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by Mortgagee, after the deduction of expenses of collection, to the reduction or discharge of the Debt. Mortgagee shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein and in the Note. Mortgagee may apply any such award or payment to the reduction or discharge of the Debt whether or not then due and payable. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award or payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive said award or payment, or a portion thereof sufficient to pay the Debt.
7. Leases and Rents. Mortgagee is hereby granted and assigned by Mortgagor the right to enter the Mortgaged Property for the purpose of enforcing its interest in the Leases and the Rents, this Mortgage constituting a present, absolute assignment of the Leases and the Rents. Nevertheless, subject to the terms of this Paragraph 7, Mortgagee grants to

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Mortgagor a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Mortgagor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums. Upon or at any time after an Event of Default, the license granted to Mortgagor herein may be revoked by Mortgagee, and Mortgagee may enter upon the Mortgaged Property, and collect, retain and apply the Rents toward payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper.

8. Maintenance of Mortgaged Property. Mortgagor shall cause the Mortgaged Property to be maintained in a good and safe condition and repair. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment the construction of the planned improvements at the Mortgaged Property, as more fully provided in the Escrow Letter Agreement and the other Loan Documents) without the consent of Mortgagee. Mortgagor shall promptly comply, in all material respects, with all laws, orders and ordinances affecting the Mortgaged Property, or the use thereof. Mortgagor shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be destroyed by any casualty, or become damaged, worn or dilapidated or which may be affected by any proceeding of the character referred to in Paragraph 6 hereof and shall complete and pay for any structure at any time in the process of construction or repair on the Premises; provided that, with respect to any casualty or condemnation, the insurance proceeds or condemnation award, as applicable, shall be made available to Mortgagor for such restoration. Mortgagor shall not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof. If under applicable zoning provisions the use of all or any portion of the Mortgaged Property is or shall become a nonconforming use, Mortgagor will not cause or permit such nonconforming use to be discontinued or abandoned without the express written consent of Mortgagee.
9. Transfer or Encumbrance of the Mortgaged Property.
 - 9.1. Mortgagor acknowledges that Mortgagee has examined and relied on the creditworthiness of Mortgagor and experience of Mortgagor in owning and operating properties such as the Mortgaged Property in agreeing to make the loan secured hereby, and that Mortgagee will continue to rely on Mortgagor's ownership of the Mortgaged Property as a means of maintaining the value of the Mortgaged Property as security for repayment of the Debt. Mortgagor acknowledges that Mortgagee has a valid interest in maintaining the value of the Mortgaged Property so as to ensure that, should Mortgagor default in the repayment of the Debt, Mortgagee can recover the Debt by a sale of the Mortgaged Property. Mortgagor shall not, without the prior written consent of Mortgagee, sell, convey, alien, mortgage, encumber, pledge or otherwise transfer the Mortgaged Property or any

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part thereof or permit the Mortgaged Property or any part thereof to be sold, conveyed, aliened, mortgaged, encumbered, pledged or otherwise transferred.

- 9.2. A sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer within the meaning of this Paragraph 9 shall be deemed to include (i) an installment sales agreement wherein Mortgagor agrees to sell the Mortgaged Property or any part thereof for a price to be paid in installments; (ii) an agreement by Mortgagor leasing all or a substantial part of the Mortgaged Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Mortgagor's right, title and interest in and to any Leases or any Rents; (iii) if Mortgagor, any Guarantor (hereinafter defined), or any general partner or managing member (or if no managing member, any member) of Mortgagor or Guarantor is a corporation, the voluntary or involuntary sale, conveyance or transfer of such corporation's stock (or the stock of any corporation directly or indirectly controlling such corporation by operation of law or otherwise) or the creation or issuance of new stock by which an aggregate of more than 10.000% of such corporation's stock shall be vested in a party or parties who are not now stockholders; (iv) if Mortgagor, any Guarantor or any general partner or managing member (or if no managing member, any member) of Mortgagor or any Guarantor is a limited or general partnership or joint venture, the change, removal or resignation of a general partner or managing partner or the transfer of the partnership interest of any general partner or managing partner; and (v) if Mortgagor, any Guarantor, any general partner of Mortgagor or of any Guarantor, any managing member (or if no managing member, any member) of Mortgagor or of any Guarantor or of any general partner of managing member (or if no managing member, any member) of Mortgagor or of any Guarantor is a limited liability company, the change, removal or resignation of any member thereof or the transfer of the membership interest of any member.
- 9.3. Mortgagee reserves the right to condition the consent required hereunder upon a modification of the terms hereof and on assumption of this Mortgage as so modified by the proposed transferee, payment of a transfer fee, or such other conditions as Mortgagee shall determine in its sole discretion to be in the interest of Mortgagee. Mortgagee shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Debt immediately due and payable upon Mortgagor's sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property without Mortgagee's consent. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property regardless of whether voluntary or not, or whether or not Mortgagee has consented to any previous sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property.

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10. Estoppel Certificates.

- 10.1. After request by Mortgagee, Mortgagor, within 10 days, shall furnish Mortgagee with a statement, duly acknowledged and certified, setting forth (i) the amount of the original principal amount of the Note, (ii) the unpaid principal amount of the Note, (iii) the rate of interest of the Note, (iv) the date installments of interest and/or principal were last paid, (v) any offsets or defenses to the payment of the Debt, if any, and (vi) that the Note and this Mortgage are valid, legal and binding obligations and have not been modified or if modified, giving particulars of such modification.
 - 10.2. After request by Mortgagee, Mortgagor, within 10 days, will furnish Mortgagee with estoppel certificates from any lessees under the Leases as required by their respective Leases; provided, however, that, in the event Mortgagor is unable to deliver the estoppel certificates within the aforementioned 10 day period, so long as Mortgagee is acting in good faith, and is making a diligent effort to obtain the estoppel certificates, such 10 day period shall be extended for such time as is reasonably necessary for Mortgagor to furnish Mortgagee with the estoppel certificates, such additional period not to exceed 20 days.
 - 10.3. Notwithstanding anything contained in this Section to the contrary, Mortgagor, within 10 days of the signing of any new Lease, will furnish Mortgagee with the estoppel certificate as provided in Section 10(b) hereof from the lessee under any such Lease.
11. Changes in the Laws Regarding Taxation. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Debt from the value of the Mortgaged Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Mortgagee's interest in the Mortgaged Property, Mortgagor will pay such tax, with interest and penalties thereon, if any. In the event Mortgagee is advised by counsel chosen by it that the payment of such tax or interest and penalties by Mortgagor would be unlawful or taxable to Mortgagee or unenforceable or provide the basis for a defense of usury, then in any such event, Mortgagee shall have the option, by written notice of not less than 90 days, to declare the Debt immediately due and payable.
 12. No Credits on Account of the Debt. Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Mortgaged Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Mortgaged Property, or any part thereof, for real estate tax purposes by reason of this Mortgage or the Debt. In the event such claim, credit or deduction shall be required by law, Mortgagee shall have the option, by written notice of not less than 90 days, to declare the Debt immediately due and payable.

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13. **Documentary Stamps.** If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note or this Mortgage, or impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.
14. **Usury Laws.** This Mortgage and the Note are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the Debt at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which Mortgagor is permitted by applicable law to contract or agree to pay. If by the terms of this Mortgage or the Note, Mortgagor is at any time required or obligated to pay interest on the Debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.
15. **Books and Records.** Mortgagor and Guarantor, if any, shall keep adequate books and records of account in accordance with generally accepted accounting practices consistently applied, and, upon reasonable request therefor, furnish, or cause to be furnished, to Mortgagee: (a) within 120 days after the end of each calendar year, an annual operating statement of the Mortgaged Property detailing the total revenues received and total expenses incurred to be prepared and certified by Mortgagor; (b) within 120 days after the end of each calendar year, an annual balance sheet and profit and loss statement and statement of global cash flow of Mortgagor, prepared on a federal income tax reporting basis; (c) the personal financial statement(s) of Mark Dente (individually and/or collectively, the "Guarantor"), on a form approved by Mortgagee, which shall be provided within 14 months of the date of the most recent statements delivered to Lender; (d) within 30 days after filing, (i) the individual federal income tax returns for Guarantor, (ii) the business or corporate federal income tax returns for Mortgagor, and (iii) Mortgagor's federal income tax returns; provided, however, in the event that the Mortgagor file for an extension of time to file such tax return, copies of any such filed extensions within 15 days of filing of the same, and (e) such annual balance sheets, profit and loss statements and other financial statements as may, from time to time, be required by Mortgagee.
16. **Performance of Other Agreements.** Mortgagor shall observe and perform in all material respects each and every term to be observed or performed by Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.
17. **Further Acts, Etc.** Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as

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Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the property and rights hereby mortgaged, given, granted, bargained, sold, assigned, transferred, conveyed, confirmed, pledged, set over and hypothecated or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage. Mortgagor, on demand, will execute and deliver and hereby authorizes Mortgagee to execute in the name of Mortgagor or without the signature of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence more effectively the security interest of Mortgagee in the Mortgaged Property. Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including without limitation such rights and remedies available to Mortgagee pursuant to this Paragraph 17.

18. Recording of Mortgage, Etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interest of Mortgagee in, the Mortgaged Property. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and all federal, state, county and municipal, taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, except where prohibited by law so to do. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.
19. Prepayment. If permitted by the Note, the Debt may be prepaid in accordance with the terms thereof.
20. Events of Default.
 - 20.1. The Debt shall become immediately due and payable at the option of Mortgagee upon the occurrence of an Event of Default, as such term is defined in the Note ("Event of Default") or if for more than 30 days after written notice from Mortgagee, Mortgagor shall continue to be in default under any other term,

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covenant or condition of the Note, this Mortgage or the Other Security Documents; provided, however, that if such default is susceptible of cure but cannot reasonably be cured within such 30 day period, and provided further that Mortgagor shall have commenced to cure such default within such 30 day period and thereafter diligently and expeditiously proceeds to cure the same, such 30 day period shall be extended for such time as is reasonably necessary for Mortgagor in the exercise of due diligence to cure such default, such additional period not to exceed 60 days.

20.2. Construction Defaults. Borrower's failure to meet the following requirements within 30 days of Lender providing written notice to Borrower of Borrower's failure to comply shall be an additional Event of Default under this Mortgage:

20.2.1. Borrower shall comply with all Action Items required by Lender to the satisfaction of Lender in Lender's sole and absolute discretion. The term "Action Items" as used herein shall mean actions that Lender, in Lender's sole and absolute discretion, has determined Borrower shall take to ensure that the construction on the Property is being conducted and completed to the satisfaction of Lender. Lender may inspect the Property at any time and require Borrower to remediate construction if any work performed at the Property is considered substandard by Lender in Lender's absolute discretion. The failure to complete any additional work required by Lender upon inspection of the Property within 30 days' notice by Lender or its agents to Borrower shall be considered an additional Event of Default under this Agreement.

20.2.2. Borrower shall not permit cessation of construction for a period in excess, in the aggregate, of 30 calendar days for any reason. Notwithstanding the foregoing, this 30 calendar-day period shall be extended, but only up to an aggregate maximum of 90 days not to exceed the Maturity Date in any event, for any delays that are beyond the control of Borrower, including delays caused by strikes, acts of God, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, civil commotion, fire, or similar causes ("Unavoidable Delay") (but excluding financial circumstances or events that may be resolved by the payment of money), and provided Borrower has notified Lender of such delay within 10 days of its occurrence, and provided that no Unavoidable Delay shall (i) suspend or otherwise abate any obligation of Borrower to pay any sum of money, including principal and interest, under the Loan Documents, (ii) suspend or abate any other obligation of Borrower under the Loan Documents, or (iii) extend the Scheduled Completion Date or the Maturity Date.

21: Remedies of Mortgagee.

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- 21.1. Upon the occurrence and during the continuance of any Event of Default, Mortgagor will pay, from the date of that Event of Default, interest on the unpaid principal balance of the Note at the Default Rate set forth in the Note (the "Default Rate") and Mortgagee shall have the right to exercise any and all rights and remedies available at law and in equity under this Mortgage, including, but not limited to, the following actions (and any other remedies set forth elsewhere in this Mortgage), each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:
- 21.1.1. declares the entire unpaid Debt, less any amounts held by Lender pursuant to the Escrow Letter Agreement, to be immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 6.1 of the Note, the Debt, less any amounts held by Lender pursuant to the Escrow Letter Agreement, shall immediately and automatically become due and payable); or
 - 21.1.2. institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law; or
 - 21.1.3. with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority; or
 - 21.1.4. sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, in one or more parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law; or
 - 21.1.5. institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note or in the Other Security Documents; or
 - 21.1.6. recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the Other Security Documents; or
 - 21.1.7. subject to any applicable law, the license granted to Mortgagor under Section 7 shall automatically be revoked and Mortgagee may enter into or

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upon the Mortgaged Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Mortgaged Property and of such books, records and accounts to Mortgagee upon demand, and thereupon Mortgagee may (1) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat; (2) complete any construction on the Mortgaged Property in such manner and form as Mortgagee deems advisable; (3) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (4) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Mortgaged Property and every part thereof; (5) require Mortgagor to vacate and surrender possession of the Mortgaged Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (6) apply the receipts from the Mortgaged Property to the payment of the Debt, in such order, priority and proportions as Mortgagee shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, Insurance and other expenses in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees; or

- 21.1.8. apply any sums then deposited in the Escrow Fund and any other sums held in escrow or otherwise by Mortgagee in accordance with the terms of this Mortgage or any Other Security Document to the payment of the following items in any order in its sole discretion: (1) Taxes and Other Charges; (2) Insurance Premiums; (3) mortgaged Lease Rents; (4) interest on the unpaid principal balance of the Note; (5) amortization of the unpaid principal balance of the Note; (6) all other sums payable pursuant to the Note, this Mortgage and the Other Security Documents, including without limitation advances made by Mortgagee pursuant to the terms of this Mortgage; or
- 21.1.9. surrender the Policies, collect the unearned Insurance Premiums, and apply such sums as a credit on the Debt in such priority and proportion as Mortgagee in its discretion shall deem proper, and in connection therewith, Mortgagor hereby appoints Mortgagee as agent and attorney-in-fact (which

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is coupled with an interest and is therefore irrevocable) for Mortgagor to collect such Insurance Premiums.

In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property unimpaired and without loss of priority.

- 21.2. The purchase money, proceeds and avails of any disposition of the Mortgaged Property, or any part thereof, or any other sums collected by Mortgagee pursuant to the Note, this Mortgage or the Other Security Documents, may be applied by Mortgagee to the payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper.
- 21.3. The failure of Mortgagee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (A) the failure of Mortgagee to comply with any request of Mortgagor, any Guarantor or any indemnitor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of this Note or the Other Security Documents, (B) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or of any person liable for the Debt or any portion thereof, or (C) agreement or stipulation by Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Mortgage or the Other Security Documents.
- 21.4. It is agreed that the risk of loss or damage to the Mortgaged Property is on Mortgagor, and Mortgagee shall have no liability whatsoever for decline in value of the Mortgaged Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Mortgagee shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Mortgaged Property or collateral not in Mortgagee's possession.
- 21.5. Mortgagees may resort for the payment of the Debt to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagees may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Mortgagee shall

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not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

- 21.6. Mortgagee may release any portion of the Mortgaged Property for such consideration as Mortgagee may require without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Mortgagee for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder. This Mortgage shall continue as a lien and security interest in the remaining portion of the Mortgaged Property.
- 21.7. If the Mortgaged Property is not in compliance with applicable laws, Mortgagee may impose additional requirements upon Mortgagor in connection herewith including, without limitation, monetary reserves or financial equivalents.
- 21.8. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Mortgaged Property, then, to the extent of the funds so used, Mortgagee shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Mortgaged Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Mortgagor's obligations hereunder, under the Note and the Other Security Documents.
22. Sale of Mortgaged Property. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may at the discretion of Mortgagee, be sold in one or more parcels or in several interests or portions and in any order or manner.
23. Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default or if Mortgagor fails to make any payment or to do any act as herein provided, subject to any applicable notice and cure periods provided herein or in any other Loan Document, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Mortgaged Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent

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permitted by law), with interest as provided in this Paragraph 23, shall constitute a portion of the Debt and shall be due and payable to Mortgagee upon demand. All such costs and expenses incurred by Mortgagee in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee. All such costs and expenses incurred by Mortgagee together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Mortgage and the Other Security Documents and shall be immediately due and payable upon demand by Mortgagee therefor.

24. **Late Payment Charge.** If any portion of the Debt is not paid within 10 days after the date on which it is due, Mortgagor shall pay to Mortgagee upon demand an amount referenced in the Note signed on the date simultaneously herewith.
25. **Prepayment After Event of Default.** If following the occurrence of any Event of Default, Mortgagor shall tender payment of an amount sufficient to satisfy the Debt in whole or in part at any time prior to a foreclosure sale of the Mortgaged Property, and if at the time of such tender prepayment of the principal balance of the Note is not permitted by the Note, Mortgagor shall, in addition to the entire Debt, also pay to Mortgagee a sum equal to interest which would have accrued on the principal balance of the Note at the Applicable Interest Rate as defined in the Note from the date of such tender to the earlier of (i) the Maturity Date as defined in the Note or to (ii) the first day of the period during which prepayment of the principal balance of the Note would have been permitted together with a prepayment consideration equal to the prepayment consideration which would have been payable as of the first day of the period during which prepayment would have been permitted. If at the time of such tender prepayment of the principal balance of the Note is permitted, such tender by Mortgagor shall be deemed to be a voluntary prepayment of the principal balance of the Note, and Mortgagor shall, in addition to the entire Debt, also pay to Mortgagee the applicable prepayment consideration specified in the Note and this Mortgage.
26. **Right of Entry.** Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times, and in accordance with the applicable provisions hereof.
27. **Appointment of Receiver.** The holder of this Mortgage, upon the occurrence of an Event of Default or in any action to foreclose this Mortgage or upon the actual or threatened waste to any part of the Mortgaged Property, shall be entitled to the appointment of a receiver without notice and without regard to the value of the Mortgaged Property as security for the Debt, or the solvency or insolvency of any person liable for the payment of the Debt.

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28. **Reasonable Use and Occupancy.** In addition to the rights which Mortgagee may have herein, upon the occurrence and during the continuance of any Event of Default, Mortgagee may require Mortgagor to vacate and surrender possession of the Mortgaged Property to Mortgagee or any receiver appointed with respect to the Mortgaged Property and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.
29. **Security Agreement.** This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Debt, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the Uniform Commercial Code (said portion of the Mortgaged Property so subject to the Uniform Commercial Code being called in this Paragraph 29 the "Collateral"). If an Event of Default shall occur and be continuing, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least 5 days prior to such action, shall constitute commercially reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper. Inasmuch as the parties intend that this Mortgage shall, among other things, constitute a financing statement, Borrower sets forth the following:
- 29.1. The Debtor is The AEM Services, LLC an Ohio Limited Liability Company, with an address of 2998 W. Market St., Akron, OH 44333; and
- 29.2. The Secured Party is FTF Lending, LLC, a Delaware Limited Liability Company, with an address of 1300 E. 9th St., Suite 800, Cleveland, OH 44114; and
- 29.3. The Collateral includes Fixtures that are or shall be affixed to the Real Estate.

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30. Actions and Proceedings. Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its discretion, decides should be brought to protect its interest in the Mortgaged Property.
31. Waiver of Counterclaim. Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Mortgagee, and waives trial by jury in any action or proceeding brought by either party hereto against the other or in any counterclaim asserted by Mortgagee against Mortgagor, or in any matters whatsoever arising out of or in any way connected with this Mortgage, the Note, any of the Other Security Documents or the Debt.
32. Recovery of Sums Required to Be Paid. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.
33. Marshalling and Other Matters. Mortgagor hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.
34. Hazardous Materials. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, after due inquiry and investigation, except as otherwise specifically disclosed or known to Mortgagee, (a) there are no Hazardous Materials (hereinafter defined) on the Mortgaged Property, except those in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and (b) Mortgagor has not received any notice or violation from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Mortgaged Property. Mortgagor covenants that the Mortgaged Property shall be kept free of Hazardous Materials, and neither Mortgagor nor any occupant of the Mortgaged Property shall use, transport, store, dispose of or in any manner deal with Hazardous Materials on the Mortgaged Property, except in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Mortgagor shall comply with, and ensure compliance by all occupants of the Mortgaged Property with all applicable federal, state and local laws, ordinances, rules and regulations, in each case, in all material respects, and shall keep the Mortgaged Property

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free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Mortgagor receives any notice or violation from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Mortgaged Property, Mortgagor shall immediately notify Mortgagee. Mortgagor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial actions necessary to clean up and remove all Hazardous Materials from the Mortgaged Property in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The term "Hazardous Materials" as used in this Mortgage shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, or any other substance or material defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, rule, or regulation, but excluding Asbestos, as defined in Paragraph 35 hereof. The obligations and liabilities of Mortgagor under this Paragraph 34 shall survive any entry of a judgment of foreclosure or the delivery of a deed in lieu of foreclosure of this Mortgage.

35. **Asbestos.** Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, after due inquiry and investigation, that there is no asbestos or material containing asbestos ("Asbestos") on the Mortgaged Property, and that Mortgagor has not received any notice or violation from any governmental agency or any source whatsoever with respect to Asbestos on, affecting or installed on the Mortgaged Property. Mortgagor covenants that the Mortgaged Property shall be kept free of Asbestos, and neither Mortgagor nor any occupant of the Mortgaged Property shall install, or permit to be installed, Asbestos on the Mortgaged Property. Mortgagor shall comply with, and ensure compliance by all occupants of the Mortgaged Property, in each case, in all material respects, with, all applicable federal, state and local laws, ordinances, rules and regulations with respect to Asbestos, and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Mortgagor receives any notice or violation from any governmental agency or any source whatsoever with respect to Asbestos on, affecting or installed on the Mortgaged Property, Mortgagor shall immediately notify Mortgagee. Mortgagor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial actions necessary to clean up and remove all Asbestos from the Mortgaged Property in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The obligations and liabilities of Mortgagor under this Paragraph 35 shall survive any entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage.
36. **Indemnification.** Mortgagor shall protect, defend, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Mortgagee, except to the extent resulting from Mortgagee's gross negligence or willful misconduct, by reason of (a) ownership of this Mortgage, the Mortgaged Property or any interest therein or receipt of any Rents; (b)

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any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof; (f) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with the Mortgage, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Mortgage is made; (g) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Materials on, from, or affecting the Mortgaged Property or any other property or the presence of Asbestos on the Mortgaged Property; (h) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials or Asbestos; (i) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials or Asbestos; or (j) any violation of laws, orders, regulations, requirements, or demands of government authorities, which are based upon or in any way related to such Hazardous Materials or Asbestos including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. Any amounts payable to Mortgagee by reason of the application of this Paragraph 36 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Mortgagee until paid. The obligations and liabilities of Mortgagor under this Paragraph 36 shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage.

37. **Notices.** Any notice, demand, statement, request or consent made hereunder shall be in writing and shall be deemed given when postmarked, addressed and mailed by first class or registered United States mail addressed to the party to be so notified at its address hereinafter set forth, or to such other address as Mortgagor or Mortgagee, as the case may be, shall in like manner designate in writing.

37.1. If to Mortgagor: The AEM Services, LLC
 2998 W. Market St.
 Akron, OH 44333
 Attn: Mark Dentc

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37.2. If to Mortgagee: FTF Lending, LLC, a Delaware Limited Liability Company
1300 E. 9th St., Suite 800
Cleveland, OH 44114
Attn: Matthew Rodak, Chief Executive Officer

38. Authority/Patriot Act Compliance.

38.1. Mortgagor (and the undersigned representative of Mortgagor, if any) has full power, authority and legal right to execute this Mortgage, and to mortgage, give, grant, bargain, sell, assign, transfer, convey, confirm, pledge, set over and hypothecate and assign the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

38.2. Mortgagor represents and warrants that Mortgagor is not a "foreign person" within the meaning of 1445(f)(3) of the Internal Revenue Code of 1986, as amended and the related Treasury Department regulations, including temporary regulations.

38.3. Mortgagor will use its good faith and commercially reasonable efforts to comply with the Patriot Act (as defined below) and all applicable requirements of governmental authorities having jurisdiction of the Mortgagor and the Mortgaged Property, including those relating to money laundering and terrorism. The Mortgagee shall have the right to audit the Mortgagor's compliance with the Patriot Act and all applicable requirements of governmental authorities having jurisdiction of the Mortgagor and the Mortgaged Property, including those relating to money laundering and terrorism. In the event that the Mortgagor fails to comply with the Patriot Act or any such requirements of governmental authorities, then the Mortgagee may, at its option, cause the Mortgagor to comply therewith and any and all reasonable costs and expenses incurred by the Mortgagee in connection therewith shall be secured by this Mortgage and the other Loan Documents and shall be immediately due and payable. For purposes hereof, the term "Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws. Neither the Mortgagor nor any partner in the Mortgagor or member of such partner nor any owner of a direct or indirect interest in the Mortgagor (a) is listed on any Government Lists (as defined below), (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (c) has been previously indicted for or convicted of any felony involving a crime or

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crimes of moral turpitude or for any Patriot Act Offense (as defined below), or (d) is not currently under investigation by any governmental authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (a) the criminal laws against terrorism; (b) the criminal laws against money laundering; (c) the Bank Secrecy Act, as amended; (d) the Money Laundering Control Act of 1986, as amended; or (e) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" means (i) the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Assets Control ("OFAC"), (ii) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Mortgagee notified Mortgagor in writing is now included in "Governmental Lists", or (iii) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America that Mortgagee notified Mortgagor in writing is now included in "Governmental Lists".

39. **Waiver of Notice.** Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor and except with respect to matters for which Mortgagee is required by applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.
40. **Remedies of Mortgagee.** In the event that a claim or adjudication is made that Mortgagee has acted unreasonably or unreasonably delayed acting in any case where by law or under the Note, this Mortgage or the Other Security Documents, it has an obligation to act reasonably or promptly, Mortgagee shall not be liable for any monetary damages, and Mortgagor's remedies shall be limited to injunctive relief or declaratory judgment.
41. **Sole Discretion of Mortgagee.** Wherever pursuant to this Mortgage, Mortgagee exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Mortgagee, the decision of Mortgagee to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of Mortgagee and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

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42. **Non-Waiver.** The failure of Mortgagee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor or Guarantor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or the Other Security Documents, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or of any person liable for the Debt or any portion thereof; or (c) any agreement or stipulation by Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Mortgage or the Other Security Documents. Mortgagee may resort for the payment of the Debt to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.
43. **No Oral Change.** This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
44. **Liability.** If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors and assigns forever.
45. **Inapplicable Provisions.** If any term, covenant or condition of the Note or this Mortgage is held to be invalid, illegal or unenforceable in any respect, the Note and this Mortgage shall be construed without such provision.
46. **Headings, Etc.** The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
47. **Duplicate Originals.** This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

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48. Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "Mortgages" shall mean "Mortgagee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
49. PREJUDGMENT REMEDY WAIVER. THE MORTGAGOR ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THE NOTE IS A COMMERCIAL TRANSACTION AND WAIVES ITS RIGHTS TO NOTICE AND HEARING ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE MORTGAGEE MAY DESIRE TO USE, AND FURTHER, WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THE NOTE. THE MORTGAGOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY. MORTGAGOR FURTHER CONSENTS TO THE ISSUANCE OF ANY SUCH PREJUDGMENT REMEDIES WITHOUT A BOND OR OTHER SECURITY AND AGREES NOT TO REQUEST OR FILE MOTIONS SEEKING TO REQUIRE THE POSTING OF A BOND IN CONNECTION WITH MORTGAGEE'S EXERCISE OF ANY PREJUDGMENT REMEDIES.
50. JURY TRIAL WAIVER. THE MORTGAGOR WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE NOTE OR THE FINANCING TRANSACTION OF WHICH THE NOTE IS A PART OR THE DEFENSE OR ENFORCEMENT OF ANY OF THE HOLDER'S RIGHTS AND REMEDIES IN CONNECTION THEREWITH. THE MORTGAGOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.
51. Consent to Jurisdiction. The Mortgagor hereby consents that any action or proceeding against the Mortgagor in connection with any of the Loan Documents (as defined in the Note) may be commenced and maintained in any court within the State of Ohio or in the

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United States District Court for the Southern District of Ohio. The Mortgagor agrees that the courts of the State of Ohio or in the United States District Court for the Southern District of Ohio shall have jurisdiction with respect to the subject matter hereof and the person of the Mortgagor. The Mortgagor hereby waives the requirement of personal service of the summons and complaint or other process or papers issued in any action or proceeding against Mortgagor under this Mortgage or the Loan Documents and agrees that service of such summons and complaint, or other process or papers may, at Mortgagee's option, be made by regular or certified mail addressed to the Mortgagor at the respective addresses of the Mortgagor set forth herein. The Mortgagor agrees not to assert any defense to any action or proceeding initiated in any courts of the State of Ohio or in the United States District Court for the Southern District of Ohio by Mortgagee based upon improper venue or inconvenient forum. It is hereby agreed that service of process on Mortgagor may be made on any manager, officer, director or agent for service of process. The Mortgagor agrees that any action brought by the Mortgagor shall be commenced and maintained only in a court of federal judicial district or county in which Mortgagee has a place of business in Ohio. Nothing contained in this Section shall be interpreted or construed in any way to limit the right of Mortgagee to: (i) serve process in any other manner or on any other person or entity (including without limitation personal service and service on the Secretary of State of Ohio) and/or (ii) bring any action or proceeding in courts other than courts of the State of Ohio or in the United States District Court for the Southern District of Ohio.

52. Commercial Loan. Mortgagor represents and warrants that the Loan and other financial accommodations included in the Debt secured by the Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.
53. Set-Off. In addition to any rights and remedies of Mortgagee provided by this Mortgage or the Other Security Documents and by law, Mortgagee shall have the right, without prior notice to Mortgagor, any such notice being expressly waived by Mortgagor to the extent permitted by applicable law, upon any amount becoming due and payable by Mortgagor under the Note, this Mortgage or the Other Security Documents (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by Mortgagee or any affiliate thereof to or for the credit or the account of Mortgagor.
54. Representations, Warranties and Covenants. Mortgagor represents, warrants and covenants to Mortgagee:
- 54.1. Mortgagor has obtained, or will obtain in the ordinary course of construction, all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for the construction of the planned improvements at the Mortgaged

Mortgagor: The ABM Services, LLC an Ohio Limited Liability Company
Loan: PTF_25969_39892

Property and all required zoning, land use, environmental and other similar permits or approvals for such construction, all of which are in full force and effect as of the date hereof and not subject to revocation, suspension, forfeiture or modification.

- 54.2. The Mortgaged Property and the present and contemplated use and occupancy thereof are in material compliance with all applicable zoning ordinances, land use and Environmental Laws and other similar laws.
 - 54.3. All utilities, water and sewer systems required for the current or contemplated use of the Mortgaged Property are available for the Mortgaged Property. All utility service is provided by public utilities and the Mortgaged Property has accepted or is equipped to accept such utility service.
 - 54.4. All public roads and streets necessary for service of and access to the Mortgaged Property for the current or contemplated use thereof have been completed, are serviceable and are physically and legally open for use by the public.
 - 54.5. All costs and expenses of any and all labor, materials, supplies and equipment used in the construction of the Improvements to date, if any, have been paid in full or are being paid in the ordinary course of business.
 - 54.6. All liquid and solid waste disposal, septic and sewer systems located on the Mortgaged Property are in a good and safe condition and repair and in material compliance with all Applicable Laws.
 - 54.7. The Mortgaged Property is the only property owned by Mortgagor and Mortgagor shall not acquire additional property without the prior written consent of Mortgagee.
55. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.
 56. Cross-Collateralization. In addition to the Note, this Mortgage secures all obligations, debts, and liabilities, plus interest thereon, of Mortgagor to Lender and/or Lender's successors and assigns, as well as all claims by Lender against Mortgagor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party, or otherwise, and whether recovery upon such amounts may be or

Mortgagor: The AEM Services, LLC an Ohio Limited Liability Company
Loan:PTF_25969_39892

hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

57. Due on Sale – Consent by Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Mortgaged Property, or any interest in the Mortgaged Property. A "sale or transfer" means the conveyance of the Mortgaged Property or any right, title, or interest in the Mortgaged Property; whether legal, beneficial, or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Mortgaged Property, or by any other method of conveyance of an interest in the Mortgaged Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Ohio law.
58. Appraisal of Mortgaged Property. Lender shall have the right to request an appraisal of the Mortgaged Property compiled by an appraiser selected by Lender as often as Lender reasonably believes is necessary. Mortgagor shall reimburse Lender for any such appraisal, through Mortgagor's obligation to do so, absent an Event of Default or some modification to the Debt, shall be limited to once annually. Mortgagor shall cooperate with Lender's appraiser in providing reasonable access to the Mortgaged Property and such other information as Lender and/or such appraiser reasonably requires for purposes of completing the appraisal. Any such appraisal shall be the property of Lender. Moreover, if any such appraisal demonstrates that there has been a material decline in the value of the Mortgaged Property such that the loan to value ratio (as defined below) no longer meets Lender's underwriting requirements, Lender reserves the right to demand from Borrower a principal reduction payment in an amount sufficient to reduce the loan to value ratio to meet such guidelines. Failure of Borrower to make such payment within sixty (60) days after demand therefore shall be an additional Event of Default under this Mortgage. As used herein, "loan to value ratio" means the ratio of (i) the then outstanding Debt to (ii) the then "as is" appraised value of the Mortgaged Property.
59. Waiver of Homestead Exemption. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Ohio as to all indebtedness secured by this Mortgage.
60. Time Is of the Essence. Time is of the essence in the performance of this Mortgage.
61. State Specific Provision(s).
 - 61.1. Open-End Mortgage Deed; Future Advances. This Mortgage is an "Open-End Mortgage Deed" securing a promissory note and the holder hereof shall have all of the rights, powers and protection to which the holder of any Open-End Mortgage

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Loan: FTF_25969_39892

Deed securing a promissory note is entitled under Ohio law. Mortgagee is specifically permitted, at its option and in its discretion, to make additional advances under this Security Instrument as contemplated by the Ohio Revised Code. Each and every such advance shall be secured by this Mortgage equally with, and with the same priority as, the original indebtedness secured hereby; provided, however, that (i) each such advance may be either evidenced by additional notes or recorded in an account on the books of Mortgagee; (ii) no such advance shall cause the principal amount of the Debt secured hereby to exceed the amount first set forth above; and (iii) the time of repayment thereof shall not exceed the maturity of the original Debt secured hereby as stated above. In furtherance of the foregoing, Lender and Borrower intend that this Mortgage shall secure the unpaid balance of Loan advances made by the holder hereof after this Mortgage is delivered to the County Recorder for record to the fullest extent and with the highest priority contemplated by Section 5301.232 of the Ohio Revised Code. The maximum principal amount of all Loan advances, in the aggregate and exclusive of interest accrued thereon and protective advances made, which may be outstanding at any one time, is \$167,000.00 in the aggregate. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law. If and to the extent applicable, Borrower hereby waives any right it may have under Section 5301.232(e) of the Ohio Revised Code. This Mortgage secures an obligation incurred for the construction of improvements on the Mortgaged Property and, consequently, is a "construction mortgage" within the meaning of the Uniform Commercial Code as enacted in Ohio.

- 61.2. **Mechanics Liens.** Lender shall be and hereby is authorized and empowered to do, as mortgagee, all things provided to be done in the mechanics' lien law of the State of Ohio (including Section 1311.14 of the Ohio Revised Code) and all acts amendatory or supplementary thereto. Borrower shall cause an appropriate Notice of Commencement to be filed pursuant to Section 1311 of the Ohio Revised Code in the Office of the County Recorder in the County where the Premises is located after the recording of this Mortgage and other Loan Documents and prior to the commencement of any construction, demolition or renovation activities on or to the Premises. If Borrower fails to file a Notice of Commencement in connection with any construction, renovation or demolition activities on or to the Premises, Lender may do so, and all costs and expenses incurred by Lender in making such filing, including but not limited to costs and expenses incurred in obtaining the information required to make such filing and the costs of preparing and recording the Notice of Commencement, shall be immediately due and payable by Borrower to Lender and, until paid, shall be additional indebtedness of Borrower to Lender secured by this Mortgage and on which interest shall accrue at the rate stated in the Note. Borrower acknowledges and agrees that Lender is not, and shall not be

Mortgagor: The AEM Services, LLC an Ohio Limited Liability Company
Loan: FTF_25969_39892

deemed to be, an agent of Borrower in connection with any construction, demolition or renovation activities undertaken by Borrower. Borrower indemnifies and shall defend and hold harmless Lender from and against any claims against Lender relating to any construction, demolition or renovation activities undertaken by Borrower.

- 61.3. **Lender's Fees.** With respect to any agreement by Borrower in this Mortgage or in any other Loan Document to pay Lender's commercially reasonable attorneys' fees and disbursements incurred in connection with the Loan, Borrower agrees that each Loan Document is a "contract of indebtedness" and that the attorneys' fees and disbursements referenced are those that are a reasonable amount, all as contemplated by Ohio Revised Code Section 1301.21, as such Section may hereafter be amended. Borrower further agrees that the indebtedness incurred in connection with the Loan is not incurred for purposes that are primarily personal, family or household. Borrower further agrees that the indebtedness incurred in connection with the Loan is not incurred for purposes that are primarily personal, family or household and confirms, to the extent applicable, that the total amount owed on the contract of indebtedness exceeds \$100,000.00. Borrower further agrees to pay Lender's payoff charge not to exceed \$500.00.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OF THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$167,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS AGREEMENT.

[END OF PAGE - SIGNATURE PAGE TO FOLLOW]

Mortgagor: The AEM Services, LLC an Ohio Limited Liability Company
Loan: FTF_25969_99892

IN WITNESS WHEREOF, the Mortgagor, by and through the Mortgagor's authorized signatory, has executed and delivered this Open-End Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to the Mortgagee on December 22, 2020.

MORTGAGOR:
The AEM Services, LLC an Ohio Limited Liability Company

Mark Dento
By: Mark Dento
Its: Sole Member

NOTARIAL CERTIFICATE

STATE OF OHIO }
COUNTY OF Summit } SS:

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

The foregoing instrument was acknowledged before me this 22nd day of December, 2020 by Mark Dento, Sole Member, of The AEM Services, LLC an Ohio Limited Liability Company.

[NOTARIAL SEAL]

Debra M. Smith
Notary Public
State of Ohio



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

Mortgagor: The AEM Services, LLC an Ohio Limited Liability Company
Loan: FTF_25969_39892

EXHIBIT A

LEGAL DESCRIPTION

The Land is described as follows:

Situated in Pierce Township, Clermont County, Ohio and in Stevens' Military Survey Nos. 1671-1672-1673 and being more particularly described as follows:

Beginning at a point in the centerline of Merwin-Ten Mile Road, said point being 357.00 feet South of the intersection of Orchard Drive; thence, with the centerline of said road S. 2 deg. 57' W. 100.00 feet;

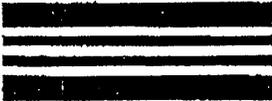
thence N. 87 deg. 03' W. 264.00 feet;

thence N. 2 deg. 57' E. 100.00 feet;

thence, S. 84 deg. 40' E. 264.00 feet to the point of beginning and containing 0.606 acres of land subject to legal highways and easements of record.

Parcel No. 282808D141

For Informational Purposes Only: Commonly known as 3757 Merwin Ten Mile Road,
Cincinnati, OH 45245



E-RECORDING
 20210009359
 Filed for Record in Clermont County, Ohio
 Deborah Hall Clepper, Recorder
 03/24/2021 10:19 AM Recording Fees: \$20.00
 UCC OR 2874 / p979 - p883

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS *American Express 202025005*

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Samantha Licker (848) 895-8080

B. E-MAIL CONTACT AT FILER (optional)
 Samantha.licker@fundthatfilp.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Samantha Licker
 Fund That Filp
 1360 E. 9th St., Suite 800
 Cleveland, OH 44114

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of line 1b blank, check here and provide the individual Debtor information in line 10 of the Financing Statement Addendum (Form UCC1A2)

1a. ORGANIZATION'S NAME
The AEM Services, LLC

OR

1b. INDIVIDUAL'S SURNAME: FIRST PERSONAL NAME: ADDITIONAL NAME(S)/INITIAL(S): SUFFIX:

1c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

2998 W. Market St. Akron OH 44333

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of line 2b blank, check here and provide the individual Debtor information in line 10 of the Financing Statement Addendum (Form UCC1A2)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME: FIRST PERSONAL NAME: ADDITIONAL NAME(S)/INITIAL(S): SUFFIX:

2c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

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

3a. ORGANIZATION'S NAME
FTF Lending, LLC

OR

3b. INDIVIDUAL'S SURNAME: FIRST PERSONAL NAME: ADDITIONAL NAME(S)/INITIAL(S): SUFFIX:

3c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

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

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

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

Location of Real Estate:
 (1) 3757 Merwin Tea Mile, Pierce Township, OH 45245

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1A2, Item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transferring LIBS Agricultural Use Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessor Consigner/Consignee Seller/Buyer Bailor/Bailor Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:
 FTF_39892

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

The AEM Services, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only when additional Debtor name or Debtor name that did not fit in line 9a or 9b of the Financing Statement (Form UCC1) does not, full name; do not omit, modify, or abbreviate any part of the Debtor's name; and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

14. This FINANCING STATEMENT:

covers motor to be sold

covers so-extended collateral

is filed as a Return Filing

15. Name and address of a RECORD OWNER of real estate described in Item 14 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit B for description of Real Estate.

17. MISCELLANEOUS:
FIT 59692

Ohio Secretary of State Jon Husted

Debtor: The AEM Services, LLC
Loan: FTF_25969_39892

EXHIBIT A

Debtor: The AEM Services, LLC
Secured Party: FTF LENDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

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

Debtor: The ARM Services, LLC
Loan: PTF_25969_39892

Agreement; and

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

Debtor: The ABM Services, LLC
Loan: FIF_23969_39892

EXHIBIT B

LEGAL DESCRIPTION

The Land is described as follows:

Situated in Pierce Township, Clermont County, Ohio and in Stevens' Military Survey Nos. 1671-1672-1673 and being more particularly described as follows:

Beginning at a point in the centerline of Merwin-Ten Mile Road, said point being 357.00 feet South of the intersection of Orchard Drive; thence, with the centerline of said road S. 2 deg. 57' W. 100.00 feet;

thence N. 87 deg. 03' W. 264.00 feet;

thence N. 2 deg. 57' E. 100.00 feet;

thence, S. 84 deg. 40' E. 264.00 feet to the point of beginning and containing 0.606 acres of land subject to legal highways and easements of record.

Parcel No. 282808D141

For Informational Purposes Only: Commonly known as 3757 Merwin Ten Mile Road,
Cincinnati, OH 45245



Commitment No. 22-OH-8570

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **180 days** after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



- issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

Fidelity National Title Insurance Company

By: 
 Michael J. Nolan
 President

ATTEST: 
 Marjorie Nemzura
 Secretary

Countersigned:



Stephen J. Crawford, License #: 691258
 Everest Land Title Agency Ltd.
 127 Public Square
 2820 Key Tower
 Cleveland, OH 44114

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Issuing Agent: Everest Land Title Agency Ltd.
 Issuing Office: 127 Public Square, 2820 Key Tower, Cleveland, OH 44114
 ALTA® Universal ID: 1022361
 Loan ID Number:
 Commitment Number: 22-OH-8570
 Issuing Office File Number: 22-OH-8570
 Property Address: 3757 Merwin 10 Mile Road, Cincinnati, OH 45245
 Revision Number:

SCHEDULE A

1. Commitment Date: 09/05/2022 at 07:00 AM
2. Policy to be issued:
 - a) 2006 ALTA Owner's Policy (12/01/2015) Proposed Policy Amount: \$235,000.00
 PROPOSED INSURED: **Brenda Bettac**
 - b) 2006 ALTA Loan Policy (10/01/2010) Proposed Policy Amount: \$
 PROPOSED INSURED:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 AEM Services LLC, a Delaware limited liability company
5. The Land is described as follows:
 Property description set forth in Exhibit "A" attached hereto and made a part hereof.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

Stephen J. Crawford / Authorized Signatory

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. a. Proper proceedings in a court of competent jurisdiction in Clermont County resulting in the sale and conveyance of caption premises; and
- b. Order Granting Receiver's Motion Authorizing Sale of Property Located at 3757 Merwin 10 Mile Road, Cincinnati, OH 45245 to Brenda Bettac, free and clear of liens, claims and encumbrances, and evidence that all court costs and receiver's fees are paid; and
- c. Receiver's deed from Mark Dottore, Receiver in the Summit County Court of Common Pleas Case No. CV-2022-05-1574, and the subsequent Clermont County Common Pleas filing, to Brenda Bettac; and
- d. Expiration of applicable appeal periods relating to subject orders and/or satisfactory resolution of any and all pending appeals in Summit County Court of Common Pleas Case No. CV-2022-05-1574, and the subsequent Clermont County Common Pleas filing; and
- e. Approval of Sale and/or Confirmation of Sale (as determined by proper proceedings in a court of competent jurisdiction);
- f. Notice to all lien holders that transfer of title is free and clear of liens, including, but not limited to:

Open-End Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement from The AEM Services LLC, an Ohio limited liability company to FTF Lending, LLC, a Delaware limited liability company, in the amount of \$167,000.00, and filed on March 24, 2021, and recorded in OR Book 2874, Page 946, of the Clermont County Records.

The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

UCC Financing Statement from The AEM Services, LLC (debtor) to FTF Lending, LLC (secured party), filed for record March 24, 2021, in OR Book 2874, Page 979, of the Clermont County Records.

Certificate of Judgment Lien in favor of Robert Hammond and Kristyn Hemeyer and against Mark Dente, AEM Services LLC, in the amount of \$393,397.50, plus interest and costs, filed for record July 22, 2022 in Case No. 2022 JUD 03223 of the Clermont County Records.

Compliance with requirements the Company deems necessary arising out of Foreclosure Action Clermont County Common Pleas Court Case No. 2022 CVE 00785, filed August 12, 2022.

2. Identity of all persons executing the instruments delivered in connection with the closing (including marital status) must be established to the satisfaction of the Company.
3. Submit executed copies of the following instruments:

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Affidavit by Owner or Borrower's Closing Affidavit (Additional requirements may be made or exceptions taken for matters disclosed therein);

Notice of Availability and Offer of Closing Protection Coverage; and

Title Insurance Disclosures and Acknowledgment.

4. Standard form of indemnity (GAP Indemnity), if applicable, for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents or there may be a delay in the recording of documents in the normal course of business.
5. This company reserves the right to make additional requirements and/or exceptions upon review of the documents required above and upon disclosure of the structure of the transaction.
6. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. NOTE: Deed and/or legal description are subject to county and/or planning commission approval prior to filing. In some counties, this includes a digital review. For more information, contact the Clermont County Auditor.

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ALTA Commitment for Title Insurance-08-01-2016 for OH 06-01-2017

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Any claim, which arises out of the transaction vesting in the insured the estate of interest, or creating the interest of the mortgage insured by this policy, by reason of the operation of the federal bankruptcy, state insolvency or other similar creditor's rights laws.
8. RIGHT OF WAY Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads and highways.
9. TENANTS Rights of tenants, as tenants only, under unrecorded and unexpired leases.
10. ACREAGE Notwithstanding the reference to acreage, square footage or property address in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage, quantity of land, or property address set forth therein.
11. MINERAL RIGHTS Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.

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12. OIL & GAS The following exceptions will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy pursuant to Ohio Revised Code Section 1509.31(D).
13. EASEMENT The following exceptions will appear in any residential loan policy to be issued pursuant to this commitment: Easements, conditions, reservations, leases, right of ways, covenants and restrictions affecting premises in Schedule A.
14. LOAN POLICY PENDING DISBURSEMENT CLAUSE All construction loan policies issued pursuant to this commitment will contain the following pending disbursement clause:

Pending disbursement of the full proceeds of the loan secured by the Insured mortgage set forth under Schedule A hereof, this Policy insures only to the amount actually disbursed but increases as each of such disbursements is made in good faith pursuant to a legal obligation to disburse or, if the insured mortgage has been drawn in accordance with the requirements stated in Section 5301.232 (A) of the Revised Code, this Policy also increases as each of said disbursements is made in good faith prior to the receipt of written notice of any lien, encumbrance, defect, or any work, labor performed or materials or machinery furnished or to be furnished, pursuant to Section 5301.232 (B) of the Ohio Revised Code.

15. SURVEY Matters disclosed by Mortgage Location Survey prepared by _____ dated ____, Job No. _____.
16. Summit County Common Pleas Case No. CV-2022-05-1754, Christopher Longo, Plaintiff, vs. The AEM Services, LLC, Defendant, Complaint on Cognovit Promissory Notes, in the amount of \$3,162,500.00, filed May 27, 2022.

Order Appointing Receiver, Mark Dottore, filed June 22, 2022.

17. Taxes for the year of 2022 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2021 are as follows
PPN 282808D141.

Taxes for the first half are delinquent plus prior year delinquencies with additional interest and penalties thereon, if any.

Taxes for the second half are delinquent with additional interest and penalties there on, if any.

Per half amount \$1,303.00.

Taxes subject to Homestead reduction in the amount of \$254.50 per half, and taxes may be subject to increase upon change in status or ownership or upon failure to otherwise qualify for Homestead.

TOTAL NOW DUE: \$6,275.68

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

Taxes for the year of 2022 and thereafter are undetermined, and a lien, but not yet due and payable. Subject to any change in valuation of the Land by taxing authorities (and/or related legal or administrative proceedings and decisions) subsequent to Date of Policy which may result in an increase in taxes due in current or subsequent tax periods, or which results in additional amounts due for past periods based upon

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retroactive revaluation. No liability is assumed by the company for uncertified taxes or tax increases occasioned by real estate tax complaints, real estate tax appeals, revaluation for any reason (whether retroactive or otherwise), change in land usage, or loss of any homestead exemption status for insured premises. Additions or abatement which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation. Exception is hereby taken for all board of revision cases, complaints, counter-complaints and appeals affecting title. The insured is hereby cautioned to make inquiry into current tax status. Further subject to the right of a governmental authority to collect any transfer or conveyance tax that would have been due upon the current transfer had it been registered as a non-exempt transfer of record title.

18. FOR INFORMATION ONLY :

VESTING AEM Services LLC, a Delaware limited liability company, the grantee, acquired title by General Warranty Deed from Robert L. Bradford and Gwnedolyn M. Bradford, by Robert L. Bradford, pursuant to a power of attorney, husband and wife, the grantor, filed March 24, 2021 in Volume 2874, Page 944, of Clermont County, Ohio records.

NOTE: Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges (unless required by Purchase Contract and/or City Ordinance). The proposed insured is cautioned to obtain the current status of these payments.

NOTE: We delete any covenant, condition or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 U.S.C. Section 3604 (c).

NOTE: This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Land Title Association (2006) front cover form (the "Form") and is subject to the Conditions and Stipulations stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy of the Form may be obtained for this Company upon request.

NOTE: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.

NOTE: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any lender's policy issued pursuant hereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with applicable state law, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with applicable state law, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

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NOTE: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

Note: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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**EXHIBIT A
Property Description**

Issuing Office File No.: 22-OH-8570

Situated in the Township of Pierce, County of Clermont and State of Ohio:

Situated in Pierce Township, Clermont County, Ohio and in Stevens' Military Survey Nos. 1671-1672-1673 and being more particularly described as follows:

Beginning at a point in the centerline of Merwin-Ten Mile Road, said point being 357.00 feet South of the intersection of Orchard Drive;

Thence, with the centerline of said road South 2 deg. 57' West 100.00 feet;

Thence North 87 deg. 03' West 264.00 feet;

Thence North 2 deg. 57' East 100.00 feet;

Thence, South 87 deg. 3' East 264.00 feet to the point of beginning and containing 0.606 acres of land subject to legal highways and easements of record.

PPN: 282808D141

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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

3757 MERWIN TEN MILE ROAD, PIERCE TOWNSHIP, OH 45245
(PARCEL ID: 282808D141)

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 3757 Merwin Ten Mile, Pierce Township, OH 45245 (Parcel ID: 282808D141) (the “**Property**”) to Brenda Bettac or an assignee identified by her (the “**Buyer**”) consistent with the terms of a Residential Purchase Agreement (the “**Purchase Agreement**”) which was attached to the Sale Motion and incorporated therein; (ii) determining and directing that the

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

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