

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

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

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

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

NOTICE OF DEADLINE FOR FILING OBJECTIONS  
SEE PAGE 11

3919 POCAHONTAS AVENUE, CINCINNATI, OHIO 45227  
PPN: 527-0020-0510-00

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Mark E. Dottore, (the “**Receiver**”) duly appointed and acting Receiver of The AEM Services, LLC (the “**Receivership Entity**”), hereby moves this Court, pursuant to the Receiver Order (as hereinafter defined) and Ohio Revised Code Section 2735.01 *et. seq.*, for the entry of an Order, (i) authorizing the sale of the real property located at 3919 Pocahontas Avenue, Cincinnati, Ohio 45227 (PPN: 527-0020-0510-00) (the “**Property**”) to Benjamin Willis or an assignee identified by him (the “**Buyer**”), consistent with the terms of a Residential Purchase Agreement (the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. The Property is located at 3919 Pocahontas Avenue, Cincinnati, OH 45227 (PPN: 527-0020-0510-00). 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 a licensed broker at Coldwell Banker Realty. The Buyer located and selected the Property because of its public listing on the MLS.

The MLS is utilized by thousands of buyers and sellers because listing property on the MLS generates the best marketing and advertising and therefore the highest values for real estate listed for sale. The Receiver maintains that the Property's listing on the MLS, its public advertising and the method of sale provides sufficient basis for establishment of the value of the Property at \$425,000.00.

### **Liens and Lien Priorities**

11. Attached to this Motion as Exhibit B is a Commitment for Title Insurance (the "**Commitment**"), authored by Fidelity National Title Insurance Company ("**Fidelity**"). The Commitment indicates that, in addition to easements, restrictions, set-back-lines, declarations, conditions, covenants, reservations and rights of way of record, and the lien for real estate taxes and assessments, as of October 5, 2022, the following liens are of record against the Property:

- a. OPEN END MORTGAGE from The AEM Services, LLC, to FTF Lending, LLC, in the amount of \$350,000.00, filed October 7, 2020, as Volume 14269 and Page 1854, Hamilton County, Ohio records.
  - i. ASSIGNMENT to EF Mortgage, LLC, filed September 8, 2022, as Volume 14747 and Page 705, Hamilton County, Ohio records.
  - ii. UCC FINANCING STATEMENT - FIXTURE FILING from The AEM Services, LLC, to FTF Lending, LLC, filed March 29, 2022, as Volume 14269 and Page 1887, Hamilton County, Ohio records.
- b. CERTIFICATE OF JUDGMENT Debtor: The AEM Services, LLC, Creditor: Darrel Seibert II, in the amount of \$4,896,860.00, filed May 31, 2022, as Case No. CJ22020149, Hamilton County, Ohio records.
- c. CERTIFICATE OF JUDGMENT Debtor(s): The AEM Services, LLC, and Mark Dente, Creditor: Elliot Melis, in the amount of \$675,000.00, filed June 21, 2022, as Case No. CJ22021669, Hamilton County, Ohio records.

- d. CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente and The AEM Services, LLC, Creditor: James C. Miller, in the amount of \$887,875.00, filed June 29, 2022, as Case No. CJ22022544, Hamilton County, Ohio records.
- e. CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente and AEM Productions, LLC, Creditor(s): Robert Novacek, in the amount of \$790,215.00, filed July 7, 2022, as Case No. CJ22023711, Hamilton County, Ohio records
- f. CERTIFICATE OF JUDGMENT Debtor(s): The AEM Services, LLC, Creditor: Robert Hammond, in the amount of \$393,397.50, filed July 19, 2022, as Case No. CJ22024606, Hamilton County, Ohio records.
- g. CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente and AEM Productions, LLC, Creditor(s): Robert Hammond, Kristyn Hemeyer, in the amount of \$393,397.50, filed July 21, 2022, as Case No. CJ22025092, Hamilton County, Ohio records.

12. Additionally, the Receiver is aware of other potential Judgment Liens against the Property which do not appear on the Commitment. Those potential Judgment Liens are as follows:

- a. JUDGMENT LIEN in favor of Walter F. Senk against the The AEM Services LLC, et. al., in the amount of \$162,820.00 plus interest, penalty and costs if any, in the Summit County Court of Common Pleas, Originating Case, Judgment Lien Case NO 22JG039054, filed May 24, 2022, Franklin County, Ohio records.
- b. JUDGMENT LIEN in favor of Walter F. Senk against The AEM Services LLC, et. al., in the amount of \$337,012.60, plus interest, penalty and costs if any, in the Summit County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG039057, filed May 24, 2022, Franklin County, Ohio records.
- c. JUDGMENT LIEN in favor of Walter F. Senk, against The AEM Services LLC and Mark Dente, in the original amount of \$841,240.00 filed on June I, 2022, in Case Number JL-2022-5719, in the Clerk of Court Records.
- d. JUDGMENT LIEN in favor of Ali Aljibouri, against Mark Dente and The AEM Services, LLC, in the original amount of \$632,753.00 filed on

June 9, 2022, in Case Number JL-2022-5949, in the Clerk of Court Records.

- e. JUDGMENT LIEN in favor of Laura Seibert, against Mark Dente and The AEM Services, LLC, in the original amount of \$1,673,503.00 filed on June 14, 2022, in Case Number JL-2022-5953, in the Clerk of Court Records.
- f. JUDGMENT LIEN in favor of SP Investment Services, LLC, against The AEM Services, LLC, and Mark Dente, in the original amount of \$1,168,838.00 filed on June 15, 2022, in Case Number JL-2022-5957, in the Clerk of Court Records.
- g. JUDGMENT LIEN in favor of Kyle Arganbright et al., against The AEM Services, LLC and Mark Dente, in the original amount of \$14,107,607.00 filed on June 15, 2022, in Case Number JL-2022-6003, in the Clerk of Court Records.
- h. JUDGMENT LIEN in favor of Laura Seibert Trustee of the John M. and Joyce Hammontree Irrevocable Trust, against Mark Dente and The AEM Services LLC, in the original amount of \$85,100.00 filed on June 23, 2022, in Case Number JL-2022-6291, in the Clerk of Court Records.
- i. JUDGMENT LIEN in favor of Ronald Harper against Mark Dente, in the original amount of \$345,000.00 filed on July 12, 2022, in Case Number JL-2022-7080, in the Clerk of Court Records.
- j. JUDGMENT LIEN in favor of Benjamin Petitti, against The AEM Services, LLC and Mark Dente, in the original amount of \$739,750.00 filed on June 24, 2022, in Case Number JL-2022-6293, in the Clerk of Court Records.
- k. 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.
- l. SUMMIT COUNTY COURT OF COMMON PLEAS No. CV-2022-07-2228, Sheryl Maxfield, Director, State of Ohio Department of Commerce, Plaintiff, vs. Mark Dente, et al, Defendant, Preliminary Injunction, filed July 1, 2022.

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

13. In addition to the liens, encumbrances, and interests noted, the Receiver is aware that there may be claims made by the Hamilton 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**

14. 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.

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

16. The Receiver requests that all Encumbrances and Interests other than the Sale Expenses be transferred to the fund produced by the Sale in the same

priority and to the same extent that they are found to be valid, enforceable, and unavoidable as determined by the Court at a time convenient for the Court.

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

Date: October 18, 2022

Respectfully submitted,

/s/ Mary K. Whitmer

Mary K. Whitmer (0018213)

James W. Ehrman (0011006)

Robert M. Stefancin (0047184)

M. Logan O'Connor (0100214)

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*Attorneys for Mark E. Dottore,  
Receiver*

**NOTICE FOR THE FILING OF OBJECTIONS:**

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

**CERTIFICATE OF SERVICE**

I hereby certify that on October 18, 2022, a true and copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the court's electronic filing system to all parties on the Electronic Mail Notice List. Parties may access this filing through the Court's system.

*/s/ Mary K. Whitmer*  
Mary K. Whitmer

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



COLDWELL BANKER REALTY

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.



09/27/2022 (date)

1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property: Address 3919 Pocahontas Avenue City/Township Cincinnati Ohio, Zip Code 45227, County Hamilton County, Further described as: (include county Auditor's Parcel Number(s) for each and every parcel included in sale) 5270020022800 ("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 \$375000 \$425,000 ("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 \$3000 ("Earnest Money"). Earnest Money shall be submitted for deposit with Mark Dottore-Receiver for AEM Services, and written acknowledgement of Earnest Money deposit shall be provided to Listing REALTOR or Seller within 5 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").

\* (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.

\* (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 [Signature] Date / Time Seller's Initials [Signature] Date / Time 10-2-22

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 95 % 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 7 \_\_\_\_\_ 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 35 \_\_\_\_\_ 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 \_\_\_\_\_ 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  \_\_\_\_\_

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) \_\_\_\_\_ 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: \_\_\_\_\_.

116 6a) THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE  
 117 SPECIFICALLY INCLUDED WITH THE REAL ESTATE: All kitchen appliances  
 118 that are on premises as of 10/3/2022

 

120 6b) THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: \_\_\_\_\_

 

123 **CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 6 and that they will be  
 124 condition specified \_\_\_\_\_ (including Section 22 of this Contract). Seller also represents that

This area intentionally deleted and replaced with the following terms:  
 126 As-Is, Where-IS sale. Seller makes no warranties or representations, expressed or implied.  
 127  
 128 Title work and escrow to be handled by:  
 129 Stephen Crawford  
 130 Everest Land Title Agency Ltd.  
 131 2820 Key Tower, 127 Public Square, Cleveland, OH 44114  
 132 (Direct) 216-750-6155 | (O) 866-945-4200 | (M) 216-470-3871 | (F) 866-945-4292  
 133 scrawford@everestland.com | everestland.com  
 134 See "AS-IS Addendum A" attached hereto and made a part hereof.  
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155 **9. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** Real Estate  
 156 (a)  is  is not subject to a homeowner association established by recorded declaration with mandatory membership,  
 157 (b)  is  is not subject to currently approved and/or pending homeowner association assessment (separate from HOA fees).  
 158 If affirmative, please provide amount(s) and describe: \_\_\_\_\_

159 (c)  is  is not subject to mandatory fees imposed on the real estate [ pool,  golf course,  other \_\_\_\_\_]  
 160 \_\_\_\_\_] (separate from HOA fees).

161 Seller certifies that the current HOA fees are: \$ \_\_\_\_\_  Monthly  Quarterly  Annually and/or  
 162  Other \_\_\_\_\_.

163 Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations (current or  
 164 outstanding) affecting the Real Estate except: None

165 If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at  
 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  \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials  \_\_\_\_\_ Date / Time 11/1/2022

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

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

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

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

204 **11. HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide  
205 potential additional benefits to Buyer. Buyer  selects  does not select a home warranty to be provided by \_\_\_\_\_  
206 \_\_\_\_\_ (Home Warranty Company) and paid for by \_\_\_\_\_ at an  
207 amount not to exceed \_\_\_\_\_.

208 **12. PROPERTY DISCLOSURE FORM:** Buyer  has  has not received the Ohio Residential Property Disclosure form  
209 or  Seller represents and warrants that Seller is exempt from providing the Ohio Residential Property Disclosure (Ohio  
210 REALTORS® Residential Property Disclosure Exemption Form attached).

211 **13. BUYER'S OFF-SITE ACKNOWLEDGEMENT:** **Buyer acknowledges that Buyer has conducted any and all desired  
212 investigations that are relevant to Buyer with regard to the municipality, zoning, school district, and legal use of the Real  
213 Estate and conditions outside of the boundaries of the Real Estate, including but not limited to, crime statistics, registration  
214 of sex offenders, noise levels (i.e., airports, interstates, environmental), availability and requirements and costs for delivery  
215 of utilities (water/power/etc.), local regulations/development or any other issues of relevance to the Buyer and has verified  
216 that the Real Estate is suitable for Buyer's intended use. Buyer assumes sole responsibility for researching such conditions.**  
217 Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to these conditions and the  
218 use of the Real Estate. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and  
219 all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry  
220 with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

221 **14. REAL ESTATE INSPECTION CONTINGENCY: BUYER ACKNOWLEDGES THAT BUYER HAS BEEN  
222 ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO  
223 BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON  
224 THE RESULTS OF SUCH INSPECTION(S).**

225 The Buyer, at **Buyer's expense**, has the option to have the Real Estate inspected by Ohio licensed home inspectors and/or other  
226 professionals qualified to perform assessments and services in a specific area of expertise. Inspections regarding the physical

Buyer's Initials  \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials  \_\_\_\_\_ Date / Time 10/3/11

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 \_\_\_\_\_ 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:

260 i. Provide to Seller a signed, written request for Seller to correct any material conditions or matters adversely affecting  
261 the Real Estate (the "Defect Notice".) The Defect Notice shall identify the conditions to which Buyer is requesting  
262 correction by Seller, and shall include the relevant portion(s) of the inspection report(s) which describe the conditions  
263 to be corrected. Buyer agrees that minor, routine maintenance and cosmetic items are not to be considered  
264 material and Buyer may not object to these in the Defect Notice.

265 OR

266 ii. Provide to Seller a signed, written notice of Buyer's satisfaction with the quality and condition of all aspects of the  
267 Real Estate, its land, and its improvements (the "Notice of Satisfaction".)

268 DELIVERY OF EITHER NOTICE IN THIS SECTION 14.A. SHALL DESIGNATE THE END OF THE  
269 INSPECTION PERIOD. IN THE EVENT THAT BUYER SHALL FAIL TO TIMELY PROVIDE ANY  
270 REQUIRED, WRITTEN NOTICE TO SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY  
271 FURTHER INSPECTIONS AND TO HAVE PROVIDED A NOTICE OF SATISFACTION TO SELLER.

272 B. In the event that Buyer has timely delivered to Seller a Defect Notice, Seller shall have a period of up to \_\_\_\_\_ calendar  
273 days (the "Consideration Period,") beginning on the day following the delivery of the Defect Notice, to evaluate Buyer's  
274 request for correction(s). Prior to the end of the Consideration Period, Seller shall:

275 i. Provide to Buyer a signed, written agreement to correct all defects in the manner detailed and requested in Buyer's Defect Notice;

276 OR

277 ii. Provide to Buyer a signed, written counter-offer detailing Seller's agreement, if any, to correct defects identified in  
278 Buyer's Defect Notice. Seller shall deliver such counter-offer even if Seller is not agreeing to correct any defects.

Buyer's Initials  \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials  \_\_\_\_\_ Date / Time  \_\_\_\_\_

279 DELIVERY OF EITHER NOTICE IN THIS SECTION 14.B. SHALL DESIGNATE THE END OF THE
280 CONSIDERATION PERIOD. IN THE EVENT THAT SELLER SHALL FAIL TO TIMELY PROVIDE ANY
281 REQUIRED, WRITTEN NOTICE TO BUYER, SELLER SHALL BE DEEMED TO HAVE AGREED TO
282 CORRECT DEFECTS IN THE MANNER DETAILED AND REQUESTED IN BUYER'S DEFECT NOTICE.

283 C. In the event that Seller has timely delivered to Buyer a written counter-offer under Section 14.B.ii., the parties shall have
284 up to \_\_\_\_\_ calendar days (the "Settlement Period,") beginning on the day following the delivery of such counter-
285 offer, to reach a mutual, signed, written agreement detailing Seller's correction of defects, if any.

286 DELIVERY OF ANY MUTUALLY SIGNED, WRITTEN AND ACCEPTED COUNTER-OFFER FOR
287 CORRECTION OF DEFECTS (OR FOR NO CORRECTION OF DEFECTS) DURING THE SETTLEMENT
288 PERIOD SHALL END THE SETTLEMENT PERIOD. IN THE EVENT THAT THE PARTIES FAIL TO REACH
289 A MUTUAL, SIGNED, WRITTEN AGREEMENT UNDER THIS SECTION 14.C., THIS CONTRACT SHALL
290 AUTOMATICALLY TERMINATE.

291 D. Notwithstanding the forgoing, this Section 14.D. provides limited circumstances in which a Buyer may elect to not provide
292 a Defect Notice to Seller, and may unilaterally terminate this Contract without further opportunity for Seller's correction of
293 defect(s). In the event that Buyer's inspections reveal Real Estate condition(s), which conditions were not disclosed by
294 Seller prior to the Contract Acceptance Date and that evidence one or more of the following, specific matters: conditions
295 adversely affecting the structural integrity of the building(s), the presence of asbestos, the presence of lead-based paint, the
296 presence of any other Hazardous Materials (as defined below), and/or Other: \_\_\_\_\_,
297 and Buyer does not wish to provide Defect Notice to Seller in accordance with Section 14.A., then prior to the end of the
298 Inspection Period, Buyer shall deliver to Seller signed, written notification of Buyer's election to terminate the Contract (the
299 "Contract Termination Notice"), which Contract Termination Notice shall also identify the specific condition, together with
300 the relevant portion of Buyer's inspection report(s) evidencing the existence of such condition. Upon timely delivery to
301 Seller of the Contract Termination Notice, this Contract shall be terminated.

302 For purposes of this subsection D, "Hazardous Materials" means: (a) substances defined as "hazardous substances," "hazardous
303 materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam
304 insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of
305 polychlorinated biphenyls; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or
306 regulated by any governmental authority and poses a hazard to the health or safety of the occupants of the Real Estate.

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: Seller to turn on gas/electric and
330 water within 3 days of accepted contract. \_\_\_\_\_ for inspections if operable
331 \_\_\_\_\_
332 Buyer to have 5 days after turning on utilities to confirm all systems are operational. If not operational, buyer can be
333 released from the contract.

334 Buyer to select a title company of his choice for Owner's Title Insurance \_\_\_\_\_
335 \_\_\_\_\_

Buyer's Initials [Signature] Date / Time \_\_\_\_\_ Seller's Initials [Signature] Date / Time \_\_\_\_\_

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.

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

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 \_\_\_\_\_

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.

400 **22. CONVEYANCE AND CLOSING:** Closing services will be provided by title company designated by Buyer:  
 401 TBD Everest Land Title (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): none  
 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 11/08/2022, 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: Benjamin Willis

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 See "AS-IS Addendum A" attached hereto and made a part hereof.

  
 10/04/22  
 12:11 PM EDT  
 dotloop verified

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  \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials  \_\_\_\_\_ Date / Time 10-2-22

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 fore  
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, misrepresentat ion 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.

35. **EXPIRATION:** This offer is void if not accepted in writing on this Contract form, with this form physically delivered to  
Buyer on or before 9:00 \_\_\_\_\_ o'clock  (A.M.)  (P.M.)  (Noon) EASTERN/DAYLIGHT STANDARD TIME  
09/30/2022 \_\_\_\_\_ (date).



REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Buyer's Initials



Date / Time \_\_\_\_\_

Seller's Initials



Date / Time 10/2/2022

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.)

Benjamin Willis  
Print Buyer's Name

*Benjamin Willis*  
Signature of Buyer or authorized party Date/Time  
dotloop verified  
09/27/22 2:21 PM EDT  
WBT5-AMEZ-CN-RE-R2F8

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).

Mark Dottore, Receiver for AEM  
Services, LLC

*[Signature]*  
Signature of Seller or authorized party Date/Time

Print Seller's Name

*AS TO WHAT IS WRITTEN ABOVE AND ABOVE*  
Signature of Seller or authorized party Date/Time

Seller's Address 2344 Canal Road, Cleveland OH 44113

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

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 \$3000.

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.

Print REALTOR®'s Name/Firm

REALTOR®'s Signature Date/Time

**THE INFORMATION BELOW IS REQUIRED FOR MLS, TITLE, LENDER AND ADMINISTRATIVE PROCESSING**

The signatories below grant permission to the settlement agent to provide to their respective Real Estate Broker or their authorized Sales Associates, copies of the Closing Disclosure and the Settlement Statement for review prior to Closing.

X [Signature] 10/1/2021 1:45 PM  
 Seller's Signature Date/Time  
[Signature] 10/1/2021 1:45 PM  
 Seller's Signature Date/Time

Benjamin Willis 10/1/2021 1:45 PM EDT  
 Buyer's Signature Date/Time  
 Buyer's Signature Date/Time

SELLING/BUYER'S REALTOR® Firm: Coldwell Banker Realty  
 Address 2721 Erie Ave., Cincinnati, OH 45208  
 Broker Firm State License Number 2008002470 Broker Firm MLS ID SHEL88  
 Contact (Agent) Name Shelley Miller Reed  
 Contact (Agent) State License Number \_\_\_\_\_ Agent MLS Number \_\_\_\_\_  
 Contact (Agent) Email and Phone shelley.reed@cbrealty.com 513.321.9944  
 (Principal) Broker Name Newton Burris  
 Close Transaction under Team Leader in MLS  yes  no  
 Team Name: \_\_\_\_\_ Team Leader: \_\_\_\_\_ MLS ID: \_\_\_\_\_

LISTING/SELLER'S REALTOR® Firm: Berkshire Hathaway HomeServices Professional Realty  
 Address 5700 Gateway Blvd., Ste 200, Mason, OH 45040  
 Broker Firm State License Number 2011002366 Broker Firm MLS ID 445470  
 Contact (Agent) Name Michelle McBride  
 Contact (Agent) State License Number 2013001996 Agent MLS Number 211996  
 Contact (Agent) Email and Phone michellemcbride915@gmail.com 513-835-5359  
 (Principal) Broker Name David Mussari  
 Close Transaction under Team Leader in MLS  yes  no  
 Team Name: \_\_\_\_\_ Team Leader: \_\_\_\_\_ MLS ID: \_\_\_\_\_

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

**ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT**

Address: 3919 Pocahontas Ave, Cincinnati OH 45227 (PPN \_\_\_\_\_)  
(the "Property")  
Buyer: \_\_\_\_\_ or Assign  
Seller: Mark E. Dottore, as Receiver in the matter of *Longo v. The AEM Services, LLC, et. al.*, Summit County Court of Common Pleas Case No. CV-2022-05-1754 (the "Seller" or "Receiver")

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

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

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

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

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

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

<b>Earnest money to be made payable to and held by Seller, Mark Dottore-Receiver for AEM Services LLC</b>	
Mail check to: Mark Dottore Dottore Companies, LLC 2344 Canal Rd. Cleveland, OH 44113-2555	 Title work and escrow to be handled by: Stephen Crawford Everest Land Title Agency Ltd. 2820 Key Tower, 127 Public Square, Cleveland, OH 44114 (Direct) 216-750-6155   (O) 866-945-4200   (M) 216-470-3871   (F) 866-945-

**Time is of the essence.**

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

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

Dated: 10-2-22 2022

*Benjamin Willis* dotloop verified  
09/27/22 2:21 PM EDT  
VVUC-7CYQ-B5EL-EKGF

\_\_\_\_\_ 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

rev 08-23-2022



# DAYTON AREA BOARD OF REALTORS®

## DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Property Address: 3919 Pocahontas Avenue, Cincinnati, OH 45227

### Lead Warning Statement

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

### Seller's Disclosure (initial)

9/27/22 a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

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

UNKNOWN

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

9/27/22 b) Records and Reports available to the seller (check one below)

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

UNKNOWN

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

### Purchaser's Acknowledgment (initial)

c) Purchaser has received copies of all information listed above

d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*

e) Purchaser has (check one below)

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards, or

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

### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

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

Seller Maria E. Adkins, Esq. William D.

Purchaser Benjamin Willis

Agent David Sarver

Seller \_\_\_\_\_

Purchaser \_\_\_\_\_

Agent Shelley Miller Reed

**BW**  
09/27/22  
12:21 PM EDT  
dotloop verified

dotloop verified  
09/27/22 2:21 PM EDT  
2U7N-ICTF-ERIT-TISC

dotloop verified  
09/23/22 3:01 PM EDT  
5Z0N-Q8GO-GMCO-7A1A

dotloop verified  
09/27/22 2:10 PM EDT  
WBIX-YMV1-BHYS-YPPB

**Residential Property Disclosure Exemption Form****To Be Completed By Owner**

Property Address:

3919 Pocahontas Ave, Cincinnati OH 45227

Owner's Name(s):

Mark Dottore, Receiver for AEM Services LLC

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

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

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

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

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

**OWNER'S CERTIFICATION**

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

Owner:

*Mark Dottore*Date: *6.2.12*

Owner:

*Mark Dottore*

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

**BUYER'S ACKNOWLEDGEMENT**

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

Buyer:

*Benjamin Willis*

dotloop verified  
09/27/22 2:21 PM EDT  
LKIA-7061-AZHN-FQOR

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

Buyer:

\_\_\_\_\_

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

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



# DUAL AGENCY

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

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

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

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

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

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

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

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

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

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



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



## EXHIBIT B



Commitment No. 22-OH-8575

### 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.*

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

**Page 1 of 12**

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- 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.

*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.*

- (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: 1504967689  
 Commitment Number: 22-OH-8575  
 Issuing Office File Number: 22-OH-8575  
 Property Address: 3919 Pocahontas Avenue, Cincinnati, OH 45227  
 Revision Number:

**SCHEDULE A**

1. Commitment Date: 10/05/2022 at 7:59 AM
2. Policy to be issued:
  - a) Proposed Policy Amount: \$403,750.00  
 PROPOSED INSURED: **Better Mortgage Corporation, ISAOA/ATIMA  
 3 World Trade Center, 175 Greenwich Street, New York, NY 10007**
  - b) Proposed Policy Amount: \$425,000.00  
 PROPOSED INSURED: **Benjamin Willis**
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:  
 The AEM Services, LLC, an Ohio 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 Hamilton County resulting in the sale and conveyance of caption premises; and
- b. Order Granting Receiver's Motion Authorizing Sale of Property Located at 3919 Pocahontas Avenue to Benjamin Willis, 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-2022-05-1754, and the subsequent filing in Hamilton County Common Pleas Court, to Benjamin Willis; 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-2022-05-1754 and the subsequent filing in Hamilton County Common Pleas Court; and
- e. Approval of Sale and/or Confirmation of Sale (as determined by proper proceedings in a court of competent jurisdiction);and
- f. Mortgage from Benjamin Willis, with dower release of spouse, if any, to Better Mortgage Corporation; and
- g. Notice to all lien holders that transfer of title is free and clear of liens, including, but not limited to:

OPEN END MORTGAGE from The AEM Services, LLC, to FTF Lending, LLC, in the amount of \$350,000.00, filed October 7, 2020 as Volume 14269 and Page 1854, Hamilton County, Ohio records.

ASSIGNMENT to EF Mortgage, LLC, filed September 8, 2022, as Volume 14747 and Page 705, Hamilton County, Ohio records.

NOTE: Faulty reference to Instrument No. and Page No.

UCC FINANCING STATEMENT - FIXTURE FILING from The AEM Services, LLC, to FTF Lending, LLC, filed March 29, 2022, as Volume 14269 and Page 1887, Hamilton County, Ohio records.

CERTIFICATE OF JUDGMENT Debtor: The AEM Services, LLC, Creditor: Darrel Seibert II, in the amount of \$4,896,860.00, filed May 31, 2022, as Case No. CJ22020149, Hamilton County, Ohio records.

CERTIFICATE OF JUDGMENT Debtor(s): The AEM Services, LLC, and Mark Dente, Creditor: Elliot Melis, in the amount of \$675,000.00, filed June 21, 2022, as Case No. CJ22021669, Hamilton County, Ohio records.

CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente and The AEM Services, LLC, Creditor: James C. Miller, in the amount of \$887,875.00, filed June 29, 2022, as Case No. CJ22022544, Hamilton County, Ohio records.

CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente and AEM Productions, LLC, Creditor(s): Robert Novacek, in the amount of \$790,215.00, filed July 7, 2022, as Case No. CJ22023711, Hamilton County, Ohio records

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CERTIFICATE OF JUDGMENT Debtor(s): The AEM Services, LLC, Creditor: Robert Hammond, in the amount of \$393,397.50, filed July 19, 2022, as Case No. CJ22024606, Hamilton County, Ohio records.

CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente and AEM Productions, LLC, Creditor(s): Robert Hammond, Kristyn Hemeyer, in the amount of \$393,397.50, filed July 21, 2022 as Case No. CJ22025092, Hamilton County, Ohio records. NOTE: The AEM Services, LLC, listed in case caption

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:
  - 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. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
8. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE: Legal Description contained on transfer deed must be verified with the County Auditor prior to closing of transaction for verification that legal description will pass transfer.

9. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.

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10. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
11. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
12. Notice: Please be aware that 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.

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

**Page 7 of 12**

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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 Court of Common Pleas Case No. CV-2022-05-1754, Christopher Longo vs The AEM Services, et al., Cognovit Action, filed May 27, 2022, in the amount of \$3,165,500.00.

NOTE: Order appointing receiver, Mark E. Dottore, filed June 22, 2022.

17. Summit County Common Pleas Case No. CV-2022-07-2228, Sheryl Maxfield, Director, State of Ohio Department of Commerce, Plaintiff, vs. Mark Dente, et al, Defendant, Preliminary Injunction, filed July 1, 2022.

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

18. Terms and provisions of Restrictions, easements, setbacks and other conditions as shown on plat recorded in Plat Book 18, Page 9 of the Hamilton County Records.
19. For Informational Purposes:

Affidavit recorded in OR Volume 14232, Page 1585, of the Hamilton County Records.

Affidavit recorded in OR Volume 14228, Page 2057, of the Hamilton County Records.

20. The County Treasurer's General Tax Records for the tax year 2021 are as follows  
PPN 527-0020-0228-00  
Taxes for the first half are delinquent, with additional penalties and interest thereon, if any.  
Taxes for the second half are delinquent, with additional penalties and interest thereon, if any.  
First half amount: \$5,619.34.  
Second half amount: \$5,611.03.

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The above amount includes the following special assessments:

Assessment for 13-999 Storm Water in the amount of \$8.31 for the first half only.

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

**21. FOR INFORMATION ONLY :**

VESTING The AEM Services, LLC, an Ohio limited liability company, the grantee, acquired title by Fiduciary Deed from Frederick Rockwell Gladstone Sanborn, Ancillary Administrator of The Estate of Victoria Bertha Margaret Sanborn, Deceased, the grantor, filed September 16, 2020 as Instrument No. 2020-0094223, of Hamilton 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

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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.

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

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**EXHIBIT A  
Property Description**

Issuing Office File No.: 22-OH-8575

Situated in the Township of Columbia, Village of Mariemont, County of Hamilton, and State of Ohio:

Situate in Sections 3 and 9, Township 4, Fractional Range 2, Miami Purchase, Columbia Township, Village of Mariemont, Hamilton County, Ohio, known and described as Lot 23 of Indian View Subdivision a plat of which subdivision is recorded in Plat Book 18, Page 9 of the Plat Records of Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a point in the west line of Pocahontas Avenue 367.90 feet north of Hiawatha Avenue;

Thence extending west on a line parallel with north line of Section 150 feet to a point;

Thence north on a line parallel with Pocahontas Avenue 50 feet to a point;

Thence east on a line parallel with the north line of Section 3, 150 feet to Pocahontas Avenue,

Thence south along the west line of Pocahontas Avenue 50 feet to a point and place of beginning.

Together with and subject to easements and restrictions of record.

3919 Pocahontas Avenue  
Cincinnati, Ohio 45227

PPN: 527-0020-0228-00

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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

3919 POCAHONTAS AVENUE, CINCINNATI, OHIO 45227  
PPN: 527-0020-0510-00

---

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 3919 Pocahontas Avenue, Cincinnati, Ohio 45227 (PPN: 527-0020-0510-00) (the “**Property**”) to Benjamin Willis (the “**Buyer**”) consistent with the terms of a Residential Purchase Agreement (the “**Purchase Agreement**”) which was attached to the Sale Motion and incorporated therein; (ii) determining and directing that the sale of the Property is

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IT IS SO ORDERED.**

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**JUDGE PATRICIA A. COSGROVE**

Prepared by:

*/s/ Mary K. Whitmer*

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Receiver*