

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

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

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

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

NOTICE OF DEADLINE FOR FILING OBJECTIONS
SEE PAGE 11

396 STODDART AVENUE, COLUMBUS, OH 43205
PPN: 010-010768

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 396 Stoddart Avenue, Columbus, OH 43205 (PPN: 010-010768) (the “**Property**”) to Tyler Conklin and Amanda Conkle or their assigns (the “**Buyer**”), consistent with the terms of a Residential Purchase Agreement (the “**Purchase Agreement**”) attached hereto as Exhibit A and incorporated by

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

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

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

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

3. On August 10, 2022, the Court further amended and expanded the First Amended Receiver Order when it entered its Second Amended Order Appointing Receiver in the Lead Case¹. (and thereby expanded the Receivership to

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

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

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

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

The Receiver shall take immediate possession, control, management and charge of the Receivership Assets whether located in Ohio or in any other state. Pursuant to R.C. 2735.04 and the Order of this Court, and under the direction and control of this Court, the Receiver shall have the following powers and duties:

(3)(i) The Receiver is authorized to negotiate and effect an orderly sale, transfer, use or assignment of all or a portion of any of the Assets in or outside of the ordinary course of business of the Business and, from the proceeds thereof, to pay the secured and unsecured indebtedness of the Receivership Assets, including the Real Property. . . The Receiver is authorized to conduct such a sale of the Assets in any manner which he, in his good faith and reasonable discretion, believes will maximize the proceeds received from the sale.

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

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

The Property to Be Sold and the Proposed Sale

8. The Property is located at 396 Stoddart Avenue, Columbus, OH 43205 (PPN: 010-010768). 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 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 \$248,500.00.

Liens and Lien Priorities

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

12. The Judicial Reports indicate that, in addition to easements, restrictions, set-back-lines, declarations, conditions, covenants, reservations and rights of way of record, and the lien for real estate taxes and assessments, as of September 12, 2022, the following liens are of record against the Property:

- a. OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT from The AEM Services, LLC, an Ohio limited liability company to FTF Lending, LLC, a Delaware limited liability company, in the amount of \$210,000.00, dated November 24, 2020 and recorded December 14, 2020 as Instrument No. 202012140198986 of Franklin County, Ohio records.
 - i. UCC FINANCING STATEMENT naming The AEM Services, LLC as the Debtor, and FTF Lending, LLC as the Secured Party, recorded December 14, 2020 as Instrument No. 202012140198987 of Franklin County, Ohio records
- b. 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.
- c. 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.

- d. JUDGMENT LIEN in favor of Darrell Seibert II against the AEM Services, LLC in the amount of \$4,896,860.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG039081, filed May 25, 2022, Franklin County, Ohio records.
- e. JUDGMENT LIEN in favor of Elliot Melis against The AEM Services LLC, et. al., in the amount of \$675,000.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG043315, filed June , 2022, Franklin County, Ohio records.
- f. JUDGMENT LIEN in favor of James C. Miller against The AEM Services LLC, et al, in the amount of \$887,875.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG043425, filed June 15, 2022, Franklin County, Ohio records.
- g. JUDGMENT LIEN in favor of Robert Novacek against The AEM Services, et. al., in the amount of \$790,215.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG049625, filed July 1, 2022, Franklin County, Ohio records.
- h. PENDING FORECLOSURE Case No. 22 CV 005894, FTF Lending LLC (as "Plaintiff") vs. The AEM Services LLC, et. al., (as "Defendant(s)"), filed August 24, 2022, in the Franklin County Court of Common Pleas, Franklin County, Ohio records.

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

- a. JUDGMENT LIEN in favor of Robert Hammond against The AEM Services LLC in the amount of \$393,397.50, plus interest, penalty and costs if any, in the Hamilton County Court of Common Pleas, Originating Case No. A2201736, Judgment Lien Case No. 022025092, filed July 21, 2022, Hamilton County, Ohio records.

- b. JUDGMENT LIEN in favor of Walter F. Senk, against The AEM Services LLC and Mark Dente, in the original amount of \$841,240.00 filed on June 1, 2022, in Case Number JL-2022-5719, in the Clerk of Court Records.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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
- j. 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.
- k. Summit County Common Pleas Case No. CV-2022-07-2228, Sheryl Maxfield, Director, State of Ohio Department of Commerce, Plaintiff, vs. Mark Dente, et al, Defendant, Preliminary Injunction, filed July 1, 2022.
 - i. Agreed Judgment Granting Injunctive Relief, filed August 15, 2022.

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

Relief Requested

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

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

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

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

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

Date: October 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)

WHITMER & EHRMAN LLC

2344 Canal Road, Suite 401

Cleveland, Ohio 44113-2535

Telephone: (216) 771-5056

Telecopier: (216) 771-2450

Email: mkw@WEadvocate.net

rms@WEadvocate.net

jwe@WEadvocate.net

mlo@weadvocate.net

*Attorneys for Mark E. Dottore,
Receiver*

NOTICE FOR THE FILING OF OBJECTIONS:

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

CERTIFICATE OF SERVICE

I hereby certify that on October 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*

Premise Address: 396 Stoddart, Columbus, OH 43205



REAL ESTATE PURCHASE CONTRACT

It is recommended that all parties be represented by a REALTOR® and an Attorney

**COLDWELL BANKER
REALTY**

Date: 10/04/2022

Upon the following terms, the undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of Franklin, Tax parcel no(s) 010-010768 and further described as:

396 Stoddart, Columbus, OH 43205

A Single Family Home in the Franklin Park Subdivision of Columbus, Ohio.

1. Purchase price shall be \$ 248,500
Two hundred forty eight thousand, five hundred dollars and zero cents

1.1 Additional Terms and Conditions:

See Continuation of T's and C's Document attached

2. Attorney Approval Clause

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within _____ calendar days after acceptance hereof, (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within three (3) calendar days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the three (3) calendar-days period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. Financing: (Buyer shall select and initial one of the following)

3.1 Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within _____ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3 OR

3.2 This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

3.2(a) Lender Pre-Qualification:

Buyer (insert initials here) has delivered OR (insert initials here) shall deliver within _____ calendar days (if left blank, the number calendar days shall be 2) after date of acceptance, to Seller or Seller's Broker a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

Premise Address: _____ 396 Stoddart, Columbus, OH 43205 _____

3.2(b) Loan Application:

(i) Within 4 calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

- a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) Conventional Renovation Loan loan,
- b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
- c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

3.2(c) Loan Commitment:

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within 28 calendar days, (this subsection 3.2(c) is not applicable if number of days not inserted), after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

3.2(d) Appraisal Contingency:

If the property is appraised or otherwise valued for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 5 calendar days after Buyer receives a copy of the appraisal or other documentation evidencing the lender's determination of value. The notice shall be signed by the Buyer and accompanied with the appraisal or other documentation evidencing the lender's determination of value. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of low appraised value within 5 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate pursuant to this provision.**

3.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, and specify which type of Financing Evidence is overdue (a "Demand for Financing

Premise Address: 396 Stoddart, Columbus, OH 43205

Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. Taxes and Assessments:

4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: _____

(none if nothing inserted).

4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at _____ (insert county), Vol. _____ Page number _____ or Instrument number _____. (Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code).

4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements or which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)



As-is, Where-is Sale. No warranties expressed or implied

Premise Address: _____ 396 Stoddart, Columbus, OH 43205 _____

5. Fixtures and Equipment:

5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

UNW/KNW

And including the following:

Dishwasher, Electric Range, Refrigerator, Microwave and Range Hood as seen at the 9.15.2022 showing
UNW/KNW

5.2 The following shall be excluded: (none if nothing inserted)

UNW/KNW

5.3 The following leased items shall be excluded: (none if nothing inserted)

UNW/KNW

6. Inspections and Tests:

6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. The Broker further recommends that inspections and tests be performed by a home inspector duly licensed by the State of Ohio, or, with respect to specific components or conditions, be performed by a qualified person who is exempt from home inspector licensure requirements pursuant to Ohio Revised Code section 4764.03. The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises. *UNW/KNW*

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Premise Address: 396 Stoddart, Columbus, OH 43205

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

6.3 Specified Inspection Period: Buyer shall have 5 (not applicable if the number of calendar days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right and is strongly encouraged to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

- a) Inspection of the premises and all improvements, fixtures, and equipment;
- b) Inspection or testing for radon;
- c) Inspection or testing for mold, and any other environmental test;
- d) Inspection or testing for lead-based paint;
- e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
- f) Inspection of the gas lines on the premises;
- g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
- h) Determination of the need for and cost of federal flood insurance;
- i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer 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 disability, 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.

6.4 If the Buyer is **not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3 then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

6.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

Premise Address: _____ 396 Stoddart, Columbus, OH 43205 _____

The Buyer and Seller shall have _____ calendar days (not applicable if the number of calendar days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

6.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

6.5 Condominium or Homeowners' Association Document Provisions

6.5(a) If the premises is a condominium unit governed by a Condominium Association, or is located within a community governed by a Homeowners' Association, Seller shall provide Buyer with the following information and documents within 5 calendar days after the date of acceptance of the contract by both parties:

- Condominium Declaration and/or Deed Restrictions, and Bylaws of the owners' association (condominium or homeowners'), including all amendments to the Declaration or Deed Restrictions except amendments that only increase the number of units or homes subject to the Declaration or Deed Restrictions;
- Condominium Board/Management Company Contact: Name, phone number, email;
- Contact information for any other mandatory membership association if applicable: Name, phone number, email;
- A statement from the association regarding this home/unit, confirming when the next (assessment) payment is due, the amount of such payment, the amount of any pending special assessment(s), and that the account is current;
- Association Initiation Fee, Reserve Contribution, and Association Transfer Fee;

Premise Address: 396 Stoddart, Columbus, OH 43205

- Minutes from the last 3 meetings of the directors or trustees of the owners' association;
- Minutes from the last meeting of members of the owners' association;
- Most recent version of unrecorded Rules and Regulations;
- Current Financial Statement showing the nature of the association's assets, including:
 1. Most current balance sheets, income and expense statements, and budget; and
 2. Copy of the most recent reserve study.

6.5(b) Review Period: Buyer's obligations are contingent upon satisfactory review of the documents provided pursuant to paragraph 6.5(a). Buyer shall have 5 calendar days after receipt of the last delivered documents, or 10 calendar days after the date of acceptance of the contract by both parties, whichever shall first occur, in which to review the documents. If Buyer is not provided some or all of the requested documents or is not satisfied with any of the requested documents within the stated time period for Buyer review, Buyer, as Buyer's sole remedy, may deliver a written notice of termination to Seller, and the earnest money shall be returned to Buyer pursuant to paragraph 12. **Buyer's failure to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the requested documents, or 10 calendar days after the acceptance of the contract by both parties, whichever shall first occur, constitutes a waiver of Buyer's right to terminate pursuant to this provision.** This provision does not limit Buyer's right to object to matters set forth on the title commitment pursuant to paragraph 9.3 herein.

7. Warranties:

7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed \$ 850 plus applicable sales tax (not applicable if nothing is inserted), shall provide a home warranty or protection plan from Coldwell Banker Home Protection Plan administered by American Home Shield Corporation. The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

8. Deed:

8.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- a) those created by or assumed by the Buyer;
- b) those specifically set forth in this contract;
- c) zoning ordinances;
- d) legal highways;
- e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

8.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted):

9. Title Insurance:

9.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Premise Address: 396 Stoddart, Columbus, OH 43205

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements or the deletion of any standard exceptions.

The title evidence shall be certified to within thirty (30) calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

9.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than fifteen (15) calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

9.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f) Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) ten (10) calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within thirty (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract.

Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

9.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

9.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off record title matters in accordance with the community custom.

10. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

10.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

10.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

10.3 Security deposits shall be transferred to the Buyer.

Premise Address: 396 Stoddart, Columbus, OH 43205

10.4 At closings for condominium properties or properties subject to a homeowners' association, Buyers shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

11. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OR DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

11.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

11.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within two (2) calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

- a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition;
- b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; or
- c) terminate the contract by giving written notice to Seller and/or Seller's Broker. Upon termination the earnest money deposit, including any non-refundable deposits shall be returned to the Buyer pursuant to paragraph 12.



11.3 Failure by the Buyer to notify the Seller and/or Seller's Broker in writing within the ten (10) calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 11.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 11.2(c)

11.4 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction, having all rights set forth in paragraph 11.2.

11.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

12. Earnest Money Deposit:

12.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ \$1,500.00
payable to Mark Dottore, Receiver for Aem Services LLC upon completion of the 5-day Home Inspection

12.1(a) The Earnest Money shall be deposited (Buyer shall select and initial one of the following):  

_____ with the Buyer's Broker not later than three (3) calendar days after acceptance of this contract by both parties in writing.

OR
 _____ with the Buyer's Broker not later than three (3) calendar days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4, provided this Contract has not otherwise been terminated.

Premise Address: _____ 396 Stoddart, Columbus, OH 43205 _____

12.1(b) Within 3 calendar days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

12.1(c) If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit Notice within 3 calendar days after the delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar days after delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

12.2 Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

Earnest Money Deposit Receipt

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1 by cash or check (check# _____), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage _____ Coldwell Banker Realty _____, By _____

12.3 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer rescinds this contract pursuant to paragraph 11.2, all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder are to be disbursed as follows:

- a) When the transaction closes the earnest money will be applied as a credit to the purchase price (it is understood by all parties there will be no check issued at closing from Broker's trust account. The earnest money will be applied as a credit to the purchase price); or
- b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money deposited hereunder and the Broker acts pursuant to those instructions; or
- c) The Broker receives a copy of a final court order that specifies to whom all earnest money deposited hereunder is to be awarded and the Broker acts pursuant to the court order; or
- d) All earnest money deposited hereunder becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director; or
- e) In the event of a dispute between the Seller and Buyer regarding the disbursement of any earnest money deposited hereunder, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

Premise Address: 396 Stoddart, Columbus, OH 43205

12.4 Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

13. Additional Provisions:

13.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

13.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

13.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

13.4 Term Definition: The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different. The term "day(s)" means calendar day(s). All references to dates and times refer to Columbus, Ohio time.

13.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, "contract documents" do not include voice mail, email messages, or text messages.

13.6 Date of Acceptance: The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13.7 Foreign Investments in Real Property Tax Act ("FIRPTA"). If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a "foreign person" as defined by FIRPTA as soon as possible.

13.8 This contract shall be binding upon the parties, their heirs, executors and assigns.

Premise Address: 396 Stoddart, Columbus, OH 43205

14. NOTICES TO THE PARTIES:

14.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker will not search the public record for information pertaining to the property. The Broker hereby advises the parties, and the parties acknowledge that they should research all public records concerning the property and seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties' names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources. The Buyer and Seller agree to indemnify and hold harmless Coldwell Banker Realty, its agents, officers, managers, shareholders and employees from all claims, demands, damages, liability and expenses (including reasonable attorney fees) arising there from.

14.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

14.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

14.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller or any Broker involved in the transaction.

14.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

Premise Address: _____ 396 Stoddart, Columbus, OH 43205 _____

14.6 Property Condition: Buyer has been given the opportunity to examine all property involved and is relying solely upon such inspections, examination and test with reference to the condition, character and size of land and improvements and fixtures, if any. Buyer and Seller agree to indemnify and hold harmless Coldwell Banker Realty, its agents, officers, managers, shareholders and employees from all claims, demands, damages, liabilities and expenses (including reasonable attorney fees) arising out of any negligence, misrepresentations, or non-disclosures by Seller or Buyer.

14.7 Use of Legal Counsel: It is strongly recommended that all parties to this contract be represented by legal counsel. All legal questions involving this contract or this real estate transaction should be directed to an attorney.

14.8 Agency Disclosure. Buyer acknowledges receipt of the Agency Disclosure Statement, Coldwell Banker Realty Consumer Guide and if applicable the Dual Agency Disclosure Statement.

15. Closing and Possession:

15.1 Closing: This contract shall be performed and this transaction closed on or before 11/29/2022 unless the parties agree in writing to an extension. The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

15.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within 2 calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

15.3 Possession: Seller is entitled to possession through _____ at closing _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.


15.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

16. Duration of Offer:

This offer shall be open for acceptance through 10/07/2022 11:59 pm


****SIGNATURES ON FOLLOWING PAGE****


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

X 

Premise Address: 396 Stoddart, Columbus, OH 43205

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature:  dotloop verified 10/04/22 1:26 PM EDT SKTV-JUSH-NYCI-TW3P
Print Name: Tyler Conklin
Date Signed: _____

Signature:  dotloop verified 10/04/22 1:30 PM EDT W2WA-MXWB-SNFS-GH99
Print Name: Amanda Conkle
Date Signed: _____

Phone #: _____
Deed to: _____

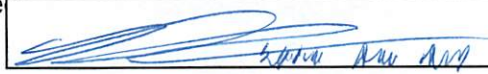
Attorney: _____
Office #: _____
Fax #: _____
Email: _____

Brokerage: Coldwell Banker Realty

Brokerage License #: 2008002470
MLS Office ID #: 03395
office #: 614.880.0808
Fax #: 614.846.1276
Address: 8800 Lyra Drive, #600, Columbus, OH 43240

Agent: Faith L. Hunter
Agent License #: 2018005225
Phone #: 614.779-1566
Alternative Phone #: N/A
Fax #: 614.846.1276
Email: faith.hunter@kingthompson.com

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Mark Dottore, Receiver for Aem Services LLC
Date Signed: 

Signature: 
Print Name: Mark Dottore
Date Signed: Dottore Companies, LLC
2344 Canal Rd.
Cleveland, OH 44113-2535

Phone #: _____

Attorney: _____
Office #: _____
Fax #: _____
Email: _____

Brokerage: Berkshire Hathaway HS Pro Realty

Brokerage License #: 2017003769
MLS Office ID #: 10464
office #: 614-499-5406
Fax #: N/A
Address: 875 Yard Street, Columbus, OH 43212

Agent: Harry Douglas Rubenkoenig
Agent License #: 2020007292
Phone #: (614) 774-5467
Alternative Phone #: N/A
Fax #: N/A
Email: hdr@harvardagent.com

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____



**COLDWELL BANKER
REALTY**

Real Estate Purchase Contract

Continuation of Terms and Conditions of Offer

Property Address: 396 Stoddart, Columbus, OH 43205

Date: 10/04/2022

Buyer: Tyler Conklin and Amanda Conkle

Seller: Mark Dottore, receiver for AEM Services, LLC

The buyers offer to purchase the property in "AS IS" Condition. Buyers may conduct all inspections referenced in this contract, but Seller is under no obligation to correct or repair any problems revealed by the inspections. The Buyers still reserve the right to terminate this contract if they are not, in good faith, satisfied with the inspection(s) per section 6.4 (b) of the contract. 6.4(a) is hereby removed from the contract.

Seller to pay at closing up to 3% of the purchase price towards the buyers allowable closing costs and/or other related loan costs. (\$7,455)

and home warranty



Appraisal to be ordered immediately upon removal of Home Inspection Contingency or within 10 days of acceptance of offer, whichever is sooner. Renovation/rehab consultant to be dispatched within 10 days of acceptance of offer.

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



10/04/22
Buyers Initials
dotloop verified

10/04/22
Buyers Initials
dotloop verified

Seller's Initials

Seller's Initials

AS-IS Addendum A (Mark Dottore, Receiver)

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

Address: 396 Stoddart Ave Columbus OH 43205 (PPN 1001076800)
(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.

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


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: 10-1-2022 2022

_____ or Assign


Mark E. Dottore, as Receiver in the matter of *Longo v. The AEM Services, LLC, et. al.*, Summit County Court of Common Pleas Case No. CV-2022-05-1754 *As for Withholding for Summit Court AEM v. Longo*

Tyler Conklin
dotloop verified
09/16/22 8:38 PM EDT
BVBS-NAQO-SKEI-O5FB

Amanda Conkle
dotloop verified
09/16/22 8:25 PM EDT
GWK-BHGL-J8N7-2VCI

rev 08-23-2022



AGENCY DISCLOSURE STATEMENT



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

Property Address: 396 Stoddart Ave Columbus OH 43205 1001076800

Buyer(s): Tyler Conklin, Amanda Conkle

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

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Faith L. Hunter AGENT(S) and Coldwell Banker Realty BROKERAGE.

The seller will be represented by Harry Douglas Rubenkoenig and David Sarver AGENT(S), and BHHS Professional Realty BROKERAGE.

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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

CONSENT

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

| | | |
|----------------------|--|--------------------------|
| <u>Tyler Conklin</u> | dotloop verified 09/15/22 10:50 PM EDT POHY-UEQK-OLFE-GGDC | <input type="checkbox"/> |
| <u>Amanda Conkle</u> | dotloop verified 09/15/22 10:39 PM EDT MJM1-WD49-WH0K-TIXM | <input type="checkbox"/> |

| | | |
|-------------------------------------|--|------------------------|
| <input checked="" type="checkbox"/> | <u>Mark Dottore, Receiver for Aem Services LLC</u> | DATE <u>10/10/2022</u> |
| SELLER/LANDLORD | | |
| <input type="checkbox"/> | | |
| SELLER/LANDLORD | | DATE |

As is with no warranty

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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



| | |
|--|--|
| | |
|--|--|

| | |
|--|--|
| | |
|--|--|

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

(ii) [x] 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) [] (check (i) or (ii) below):

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Signature blocks for Tyler Conklin (Purchaser), Amanda Conkle (Seller), David Sarver (Agent), Harry Rubenkoenig (Agent), and Faith L Hunter (Buyer's Agent). Each block includes a signature, a date field, and a dotloop verification stamp.



COUNTER OFFER

COLDWELL BANKER
REALTY

COUNTER OFFER #: 1

DATE: 10/06/2022

The undersigned hereby understands, agrees to, and accepts all terms and conditions of the attached "Agree-ment to Purchase" for the property known as:

396 Stoddart, Columbus, OH 43205

dated 10/04/2022 with the following changes:

Buyers accept your changes of:

- \$1,500 earnest money to be held by Mark Dottore after the 5 day inspection period is over
- Closing date on or before 11/29/2022

Buyers can not accept the following change/ request:

The buyers are not able to schedule the appraisal within 10 days of this contract acceptance due to the loan type. For Renovation loans, the appraiser adds the bid cost of the renovations by licensed contractors to the sales price of the home to determine the future home value. The buyers will work diligently to get all quotes in as early as possible. Many of the contractor quotes are already complete.

Buyers will not pay any liens on property or any unpaid utility bills.

All other terms and conditions remain the same.

This offer open for acceptance until: Date: 10/10/2022 Time: 6pm

| | | |
|---------|----------------------|---|
| Buyer: | <i>Tyler Conklin</i> | dotloop verified 10/06/22 8:38 PM EDT FVUW-XIXC-PPDX-LCVB |
| Buyer: | <i>Amanda Conkle</i> | dotloop verified 10/06/22 8:39 PM EDT TES2-QJU7-KMQV-6WID |
| Seller: | <i>[Signature]</i> | |
| Seller: | <i>[Signature]</i> | |



EXHIBIT B

PRELIMINARY JUDICIAL REPORT



File No.: 20220044PJR

PJR No.: PJR80793101

Guaranteed Party Name and Address:

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

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Old Republic National Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$225,232.64 that it has examined the public records in Franklin County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in The AEM Services, LLC by instrument recorded in Document No. 202012140198985 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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

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

Effective Date: June 24, 2022 at 07:29 AM

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

Issued By:
Kingdom Title Solutions, Inc.

By: Sarah B. Woods
Authorized Officer or Agent

By: Matthew Gibney President
Attest: David Wald Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 20220044PJR

PJR No.: PJR80793101

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Situated in the City of Columbus, County of Franklin and State of Ohio:

Being part of Lots Numbers Forty (40) and Forty-one (41) of Morrison Park Subdivision, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 200, Recorder's Office, Franklin County, Ohio and more particularly described as follows:

Beginning at a point on the East line of Stoddart Avenue, twenty (20) feet south of the Northwest corner of said Lot No. 40;

Thence in an Easterly direction to a point eighteen and one-half (18-1/2) feet south of the Northeast corner of said Lot No. 40;

Thence South on the East line of Lots Nos. 40 and 41, thirty (30) feet to a point thirty-one and one-half (31-1/2) feet North of the Southeast corner of Lot No. 41;

Thence West to a point on the East line of Stoddart Avenue, ten (10) feet South of the Northwest corner of Lot No. 41;

Thence North on the East line of Stoddart Avenue thirty (30) feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 010-010768-00

For Informational Purposes Only:

Commonly known as 396 Stoddart Avenue, Columbus, OH 43205

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 20220044PJR

PJR No.: PJR80793101

**PRELIMINARY JUDICIAL REPORT
SCHEDULE B**

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

1. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed bylaw and not shown in the public records.
2. Subject to easements, restrictions, reservations, covenants, conditions and leases of record.
3. Mortgage Deed from Hazley Business Solutions, LLC, an Ohio limited liability company to Equity Trust Company Custodian FBO Jeffery Crane Traditional IRA, covering caption premises, in the amount of \$190,000.00, dated April 30, 2018, recorded May 25, 2018, and recorded as Instrument No. 20180525006976 of Franklin County Records.
4. Mortgage Deed from The AEM Services, LLC, an Ohio limited liability company to FTF Lending, LLC, a Delaware Limited Liability Company, covering caption premises, in the amount of \$210,000.00, dated November 24, 2020, recorded December 14, 2020, and recorded as Instrument No. 202012140198986 of Franklin County Records.
5. UCC Financing statement naming FTF Lending, LLC, as secured party, and The AEM Services, LLC, as debtor, filed December 14, 2020 of record in Instrument No. 202012140198987.
6. Judgment Lien in favor of Walter F. Senk, vs The AEM Services, LLC and Mark Dente in the amount of \$162,820.00 plus interest, penalties and court costs, filed May 24, 2022 as Case No. 22JG039054 of Franklin County Records.
7. Judgment Lien in favor of Walter F. Senk, vs The AEM Services, LLC and Mark Dente in the amount of \$337,012.60 plus interest, penalties and court costs, filed May 24, 2022 as Case No. 22JG039057 of Franklin County Records.
8. Judgment Lien in favor of Darrel Seibert, II, vs The AEM Services, LLC and Mark Dente in the amount of \$4,896,860.00 plus interest, penalties and court costs, filed May 25, 2022 as Case No. 22JG039081 of Franklin County Records.
9. Judgment Lien in favor of Elliot Melis, vs Mark Dente and The AEM Services, LLC in the amount of \$675,000.00 plus interest, penalties and court costs, filed June 09, 2022 as Case No. 22JG043315 of Franklin County Records.
10. Judgment Lien in favor of James C. Miller, vs The AEM Services, LLC & Mark Dente in the amount of \$887,875.00 plus interest, penalties and court costs, filed June 09, 2022 as Case No. 22JG043425 of Franklin County Records.
11. Listed for taxes in the County Treasurer's Tax Duplicate for the year 2021:
The AEM Services LLC

PN: 010-010768-00

Taxes and assessment for the first half of 2021, in the amount of \$222.41 are PARTIALLY Paid, PAST DUE and payable.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 20220044PJR

PJR No.: PJR80793101

Taxes and assessment for the second half 2021, in the amount of \$222.40 are now due and payable.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:
AMOUNT DUE through 2nd half 2021 is \$522.28 plus penalty, if any.

DELQ Sewer Rental Columbus-\$60.03 for 1st half and \$60.02 for 2nd half

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

Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors of omissions.

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

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

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

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

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

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

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given to Guaranteed Claimant

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

5. Extent of Liability

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

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

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

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

7. Notices

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

EXCLUSIONS FROM COVERAGE

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Parcel ID: 010-010768-00
THE AEM SERVICES LLC

Map Routing: 010-I037 -040-00
396 STODDART AV

TAX STATUS

Property Class R - Residential
Land Use 510 - ONE-FAMILY DWLG ON PLATTED LOT
Tax District 010 - CITY OF COLUMBUS
Net Annual Tax 324.74
Taxes Paid 570.13
CDQ Year

2021 TAXABLE VALUE

| | Land | Improvements | Total |
|--------|-------|--------------|-------|
| Base | 1,090 | 5,010 | 6,100 |
| TIF | | | |
| Exempt | | | |
| Total | 1,090 | 5,010 | 6,100 |

CURRENT YEAR TAX RATES

Full Rate 107.21
Reduction Factor .455638
Effective Rate 58.361054
Non Business Rate .087786
Owner Occ. Rate .021946

TAX YEAR DETAIL

| | Annual | Adjustment | Payment | Total |
|------------------------|----------|------------|---------|--------|
| Original Tax | 653.98 | 0.00 | | |
| Reduction | -297.98 | 0.00 | | |
| Adjusted Tax | 356.00 | 0.00 | | |
| Non-Business Credit | -31.26 | 0.00 | | |
| Owner Occupancy Credit | 0.00 | 0.00 | | |
| Homestead Credit | 0.00 | 0.00 | | |
| Current Tax | 324.74 | 0.00 | 0.00 | 324.74 |
| Prior | 304.44 | 0.00 | 272.17 | 32.27 |
| Penalty | 38.30 | 48.20 | 70.26 | 16.24 |
| Interest | 0.69 | 0.41 | 0.70 | 0.40 |
| SA | 347.45 | 28.18 | 227.00 | 148.63 |
| Total | 1,015.62 | 76.79 | 570.13 | 522.28 |
| 1st Half | 793.22 | 54.55 | 570.13 | 277.64 |
| 2nd Half | 222.40 | 22.24 | 0.00 | 244.64 |
| Future | 0.00 | 0.00 | 0.00 | 0.00 |

SPECIAL ASSESSMENT (SA) DETAIL

| | Annual | Adjustment | Payment | Total |
|-----------------------------------|--------|------------|---------|--------|
| 32-338 DELQ SEWER RENTAL COLUMBUS | | | | |
| SA Charge | 120.07 | 0.00 | 0.00 | 120.07 |
| SA Prior | 210.23 | 0.00 | 187.95 | 22.28 |
| SA Penalty | 16.79 | 28.07 | 38.86 | 6.00 |
| SA Interest | 0.36 | 0.11 | 0.19 | 0.28 |
| SA Total | 347.45 | 28.18 | 227.00 | 148.63 |
| SA Future | 0.00 | 0.00 | 0.00 | 0.00 |
| SA Pending | 0.00 | 0.00 | 0.00 | 0.00 |
| Payoff | | | | 148.63 |
| --- | | | | |

PAYMENT HISTORY

To see your payment history, please visit the Treasurer's website by clicking here.

EXHIBIT C

ISSUING AGENT:



Everest Land Title Agency Ltd.
Attn: Stephen J. Crawford, Esq.
2820 Key Tower
127 Public Square
Cleveland OH 44114-1249
(866)-945-4200
scrawford@everestland.com

*Insuring boundaries...
expanding territories*

<http://everestland.com>

LIMITED LIEN SEARCH

This is neither a Policy of Title Insurance
Nor is it a Title Guaranty

Furnished For: Mark Dottore
Everest File No.: 22-OH-8584
Effective Date: September 12, 2022

The following is a limited abstract of title showing the documents which appear of record in the Franklin County, Ohio records since November 24, 2020, and affecting the following parcel of real estate. Subject to any conflicts in boundary lines, or discrepancies that would be revealed by an accurate survey, the land referred to in this report is that land more fully described in the deed(s) set forth below.

| | |
|--------------------------------------|--|
| Property Address: | 396 Stoddart Avenue, Columbus, Ohio 43205 |
| County: | Franklin |
| Parcel Number: | 010-010768 |
| Title In The Name(s) Of: | The AEM Services, LLC, an Ohio limited liability company |
| Transfer Information: | The AEM Services, LLC, an Ohio limited liability company, the grantee, acquired title by Quit Claim Deed from Mark Dente, married, the grantor, filed December 14, 2020 as Instrument No. 202012140198985 of Franklin County, Ohio records. |
| Matters of Record/Tax Status: | <p>1. OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT from The AEM Services, LLC, an Ohio limited liability company to FTF Lending, LLC, a Delaware limited liability company, in the amount of \$210,000.00, dated November 24, 2020 and recorded December 14, 2020 as Instrument No. 202012140198986 of Franklin County, Ohio records.</p> <p>UCC FINANCING STATEMENT naming The AEM Services, LLC as the Debtor, and FTF Lending, LLC as the Secured Party, recorded December 14, 2020 as Instrument No. 202012140198987 of Franklin County, Ohio records.</p> <p>2. JUDGMENT LIEN in favor of Walter F. Senk against 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.</p> <p>3. 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.</p> <p>4. JUDGMENT LIEN in favor of Darrell Seibert II against The AEM Services LLC in the amount of \$4,896,860.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG039081, filed May 25, 2022, Franklin County, Ohio records.</p> |

| | |
|---------------------------|--|
| | <p>5. JUDGMENT LIEN in favor of Eliot Melis against The AEM Services LLC, et al in the amount of \$675,000.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG043315, filed June 9, 2022, Franklin County, Ohio records.</p> <p>6. JUDGMENT LIEN in favor of James C. Miller against The AEM Services LLC, et al in the amount of \$887,875.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG043425, filed June 15, 2022, Franklin County, Ohio records.</p> <p>7. JUDGMENT LIEN in favor of Robert Novacek against The AEM Services, et al in the amount of \$790,215.00, plus interest, penalty and costs if any, in the Franklin County Court of Common Pleas, Originating Case, Judgment Lien Case No. 22JG049625, filed July 1, 2022, Franklin County, Ohio records.</p> <p>8. PENDING FORECLOSURE Case No. 22 CV 005894, FTF Lending LLC (as "Plaintiff") vs. The AEM Services LLC, et al., (as "Defendant(s)"), filed August 24, 2022, in the Franklin County Court of Common Pleas, Franklin County, Ohio records.</p> <p>9. TAXES AND ASSESSMENTS 2021 Tax Duplicate for Parcel Number 010-010768-00, in the name of The AEM Services LLC. The first half tax in the amount of \$282.44, including current assessments, if any, is UNPAID. The second half tax in the amount of \$162.37, including current assessments, if any, is UNPAID. Total due to bring taxes current, including current tax due assessments, delinquencies, penalties and interest, if any, is \$569.94.</p> <p>Said premises are subject to a special assessment for 32-338 Delq Sewer Rental Columbus in the annual amount of \$120.07 which has been included in the taxes for the year of 2021</p> <p>Assessed Values: Land: \$1,090, Building: \$5,010, Total: \$6,100.</p> <p>Taxes for the year of 2022 and thereafter are undetermined, and a lien, but not yet due and payable. Subject to any change in valuation of the Land by taxing authorities (and/or related legal or administrative proceedings and decisions) subsequent to Date of Policy which may result in an increase in taxes due in current or subsequent tax periods, or which results in additional amounts due for past periods based upon retroactive revaluation. No liability is assumed by the company for uncertified taxes or tax increases occasioned by real estate tax complaints, real estate tax appeals, revaluation for any reason (whether retroactive or otherwise), change in land usage, or loss of any homestead exemption status for insured premises. Additions or abatements which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation. Exception is hereby taken for all board of revision cases, complaints, counter-complaints and appeals affecting title. The insured is hereby cautioned to make inquiry into current tax status. Further subject to the right of a governmental authority to collect any transfer or conveyance tax that would have been due upon the current transfer had it been registered as a non-exempt transfer of record title.</p> |
| Legal Description: | PLEASE SEE ATTACHED VESTING DEED FOR LEGAL DESCRIPTION |

The information in the foregoing Abstract of Title was collated from the records of Franklin County, Ohio. The foregoing contains every instrument of record as shown in the respective indexes to said County records since the date of the last deed of record on November 24, 2020.

This abstract of title represents a limited search of County records only. This abstract does not purport to convey any information about the subject property prior to its start date. This abstract neither expresses an opinion about the title searched nor insures the quality of the owner's title nor the priority of any lien, nor is it a guaranty of the record title.

NOTE: The information provided herein, including any lot dimensions shown, is derived solely from public records. While this information is usually reliable, it is not insured or guaranteed. This report is not the result of a full title examination. A title insurance commitment requires a full title examination and current survey.

LIMITATION OF LIABILITY

THE INFORMATION SET FORTH ABOVE IS INTENDED ONLY FOR THE PARTY NAMED ABOVE AND MAY NOT BE RELIED UPON BY ANY OTHER PARTY. UNDER NO CIRCUMSTANCES SHALL EVEREST LAND TITLE AGENCY LTD. BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE CONSIDERATION ACTUALLY PAID FOR THIS REPORT.

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

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

ORDER GRANTING MOTION/APPLICATION OF MARK E. DOTTORE,
RECEIVER OF THE AEM SERVICES, LLC, FOR AN ORDER
AUTHORIZING THE SALE OF REAL PROPERTY FREE AND CLEAR OF
ALL LIENS, ENCUMBRANCES, CLAIMS, AND OTHER INTERESTS AND
TRANSFERRING INTERESTS TO THE PROCEEDS OF SALE PENDING
FURTHER DISPOSITION OF THE COURT

396 STODDART AVENUE, COLUMBUS, OH 43205
PPN: 010-010768

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 396 Stoddart Avenue, Columbus, OH 43205 (PPN: 010-010768) (the “**Property**”) to Tyler Conklin and Amanda Conkle or assign (the “**Buyer**”) consistent with the terms of a Residential Purchase Agreement (the “**Purchase Agreement**”) which was attached to the Sale Motion and incorporated therein; (ii) determining and directing that the sale of the

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

JUDGE PATRICIA A. COSGROVE

Prepared by:

/s/ Mary K. Whitmer

Mary K. Whitmer (0018213)

Whitmer & Ehrman LLC

2344 Canal Road, Suite 401

Cleveland, Ohio 44113-2535

Phone: 216.771.5056

Email: mkw@WEadvocate.net

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