

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 9

5736 KIEFER COURT, CINCINNATI, OH 45224
PPN: 236-0002-0284-00

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 5736 Kiefer Court, Cincinnati, OH 45224 (PPN: 236-0002-0284-00) (the “**Property**”) to Xiaoqun Guan 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 AEM Productions, LLC.

The Property to Be Sold and the Proposed Sale

8. The Property is located at 5736 Kiefer Court, Cincinnati, OH 45224 (PPN: 236-0002-0284-00). The Receiver believes and accordingly asserts that in his best business judgment it is in the best interest of all parties and creditors of the receivership to sell the Property free and clear of liens to the Buyer pursuant to the Purchase Agreement.

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

10. The Receiver submits that the Property was offered to the public through the Multiple Listing Service (“MLS”) and sold in a commercially reasonable transaction by David Sarver, a licensed real estate broker at Berkshire Hathaway. The Buyer was represented by Plum Tree 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 \$92,600.00.

Liens and Lien Priorities

11. Attached to this Motion as Exhibit B is a Preliminary Judicial Report (“**PJR**”) prepared by Old Republic National Title Insurance Company (“**Old Republic**”). Also attached to this Motion as Exhibit C is a Limited Lien Search (“**LLS**”) (collectively with the PJR, the “**Judicial Reports**”), which was prepared by Everest Land Title Agency, Ltd. (“**Everest**”). The Judicial Reports indicate that, in addition to easements, restrictions, set-back-lines, declarations, conditions, covenants, reservations and rights of way of record, and the lien for real estate taxes and assessments, as of August 31, 2022, the following liens are of record against the Property:

- a. OPEN END MORTGAGE from AEM Productions, LLC, to FTF Lending, LLC, in the amount of \$117,000.00, filed March 29, 2022 as Volume 14634 and Page 839, Hamilton County, Ohio records.
- b. UCC FINANCING STATEMENT FIXTURE FILING from AEM Productions, LLC, to FTF Lending, LLC, filed March 29, 2022 as Volume 14634 and Page 872, Hamilton County, Ohio records.
- c. CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente, AEM Productions, LLC, Creditor(s): Robert Hammond, Kristyn Hemeyer, in the amount of \$393,397.50, filed July 21, 2022 as Case No. CJ22025092, Hamilton County, Ohio records.
 - i. NOTE: The AEM Services, LLC, listed in case caption.
- d. FORECLOSURE Plaintiff: FTF Lending, LLC, Defendant: AEM Productions, LLC, Et al., Case No. A 2203148, Filed August 30, 2022, Hamilton County, Ohio records. Case Status: Pending

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

Relief Requested

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

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

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

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

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

Date: November 2, 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

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*Attorneys for Mark E. Dottore,
Receiver*

NOTICE FOR THE FILING OF OBJECTIONS:

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

CERTIFICATE OF SERVICE

I hereby certify that on November 2, 2022, a true and copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the court's electronic filing system to all parties on the Electronic Mail Notice List. Parties may access this filing through the Court's system.

/s/ Mary K. Whitmer

Mary K. Whitmer

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



EXHIBIT A

Contract to Purchase

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

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



09/29/2022 (date)

1 1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:
2 Address 5736 Kiefer Court City/Township Cincinnati
3 Ohio, Zip Code 45224, County Hamilton County, Further described as: (include county Auditor's
4 Parcel Number(s) for each and every parcel included in sale)
5 ("Real Estate").

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

9 3. PRICE AND TERMS: Buyer hereby agrees to pay \$92,600.00
10 ("Purchase Price") for the Real Estate, payable as follows:



a) EARNEST MONEY CONTINGENCY: This contract is contingent upon Buyer providing earnest money in the amount of
\$1500.00 ("Earnest Money"). Earnest Money shall be submitted for deposit with
Mark Dottore, Receiver for Aem Services LLC *, and written acknowledgement of Earnest Money deposit shall be provided to
Listing REALTOR® or Seller within 3 calendar days (this shall be 3 calendar days if not specified) beginning the day
following the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the final settlement and
conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If written acknowledgement of
Earnest Money is not provided within the stated period, then Seller, at any time after the stated period, but prior to receiving the
written acknowledgement of deposit, and by Seller's sole option, may, by written notice to selling REALTOR® or Buyer, terminate
this Contract. If this Contract terminates for any reason, the Earnest Money will NOT be automatically disbursed to any party.
*(i) In the event that the parties designate an Ohio-licensed real estate broker to hold the Earnest Money: Any disbursement
of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money
shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained
by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to
perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of
earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer
regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until
the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final
court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two
years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with
such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the
Earnest Money to the Buyer with no further notice to the Seller.

* (ii) In the event that the parties do not designate an Ohio-licensed real estate broker, and designate another third-party
or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow hold shall be
governed by separate, third-party escrow terms. Separate escrow terms are attached.
Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the
Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. Buyer and
Seller acknowledge that loss of Earnest Money may not be a party's sole remedy for failure to perform on the Contract.

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

Settlement Charges: In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide
marketable title, Seller agrees to pay actual settlement charges and/or other fees due at Closing on behalf of the Buyer, including,
but not limited to, discount points, closing costs, pre-pays, and any other fees allowed by Buyer's lender in an amount not to
exceed \$0.0.

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

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

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

Buyer's Initials [Signature]

Date / Time

Seller's Initials [Signature]

Date / Time

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

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

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

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

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

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

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

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

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

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

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

Buyer's Initials 

Date / Time _____

Seller's Initials 

Date / Time _____

108 and affixed-system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground
109 swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents
110 thereof; electronic underground fencing transmitter and receiver collars, and parking space(s) _____ and
111 storage unit number _____ (where applicable). The following appliances shall also be included: ranges, ovens,
112 microwaves, refrigerators, dishwashers, garbage disposers, and trash compactors. Notwithstanding the foregoing, any free-
113 standing, countertop appliances shall not be included unless specifically delineated in section 6a), below. The following items,
114 which are leased in whole or in part, shall be excluded from this sale (please check appropriate boxes); water softener;
115 security/alarm system; propane tank; satellite dish; satellite dish components: _____.

116 6a) THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE
117 SPECIFICALLY INCLUDED WITH THE REAL ESTATE: _____
118 _____
119 _____.

120 6b) THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: _____
121 _____
122 _____.

123 This areas intentionally deleted and replaced with the following terms:

124 AS-IS, WHERE-IS Sale. Seller makes no warranties or representations, expressed or
125 implied.
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127

128 Title work and escrow to be handled by:

129
130 Stephen Crawford
131 Everest Land Title Agency, Ltd.
132 2820 Key Tower, 127 Public Square, Cleveland, OH 44114
133 (Direct) 216-750-6155 (O) 866-945-4200 (M) 216-470-3871 (F) 866-945-4292
134 scrawford@everestland.com everestland.com
135
136

137 See "AS-IS Addendum A" attached hereto and made part hereof.
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155 9. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES: Real Estate

- 156 (a) is is not subject to a homeowner association established by recorded declaration with mandatory membership,
157 (b) is is not subject to currently approved and/or pending homeowner association assessment (separate from HOA fees).
158 If affirmative, please provide amount(s) and describe: _____
159 (c) is is not subject to mandatory fees imposed on the real estate [pool, golf course, other _____]
160 _____] (separate from HOA fees).

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

163 Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations (current or
164 outstanding) affecting the Real Estate except: _____.

165 If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at
166 Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to, documents
167 recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of

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

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

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

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

193 10. MAINTENANCE: Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate,
194 including, but not limited to, the grounds and improvements thereon. Seller shall repair or replace any appliances, equipment or
195 systems currently in normal operating condition that fail prior to possession except: _____. Seller
196 further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently,
197 except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real
198 Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate
199 this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any
200 substantial alterations or repairs without the written consent of the Buyer. Buyer and Seller agree that Buyer shall be provided
201 the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the
202 purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual
203 obligations. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

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

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

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

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

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

Buyer's Initials  _____ Date / Time _____ Seller's Initials  _____ Date / Time 12-10-19

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

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

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

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

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

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

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

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

256 In accordance with Buyer's above election:

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

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

265 OR

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

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

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

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

276 OR

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

Buyer's Initials [Signature] Date / Time _____ Seller's Initials [Signature] [Signature] Date / Time _____

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

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

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

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

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

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

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

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

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

329 See attached Addenda which are signed by all parties and incorporated into this Contract: _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____

Buyer's Initials 

Date / Time _____

Seller's Initials  

Date / Time _____

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

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

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

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

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

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

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

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

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

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

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

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

379 ASSESSMENTS: Any special assessments are payable in a single annual installment and shall be prorated based upon the
380 assessment method selected above. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real
381 estate taxes and assessments may differ from the amounts prorated at Closing. However, all Closing prorations shall be final,
382 except for the following (if applicable): (i.e., tax abated property, new construction, etc.)

383 _____ . Buyer shall assume responsibility for above items upon Closing.

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

Buyer's Initials [Signature Box]

Date / Time _____

Seller's Initials [Signature Box]

Date / Time _____

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



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

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Date of Closing shall be 11/18/2022  10/05/22, or as mutually agreed by the parties. Notwithstanding anything to the contrary, in the event that  Seller are proceeding in good faith performance under this Contract and Closing cannot occur due to occurrence or circumstance out of the direct control of either party, the Date of Closing shall be extended for a period of up to 7 calendar days. Unless otherwise agreed, such extension shall extend the terms of Possession and Occupancy by an equal number of days as Closing was extended.

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Make deed to: TBD

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

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

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

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25. COMPANY SPECIFIC PROVISIONS: ~~Seller authorizes buyer, and buyer inspector(s) or contractor(s), to be present on the real estate, during the inspection period, without the presence of a licensed real estate agent/broker, only while accompanying Buyer's inspector(s) or contractor(s) who have a confirmed appt to be on the real estate.~~ Buyer waived inspections  

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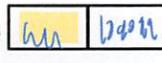
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26. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT: Seller and Buyer acknowledge that REALTOR® shall disclose this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S. participants,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

Buyer's Initials 

Date / Time _____

Seller's Initials 

Date / Time 10/05/22



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

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

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

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

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

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

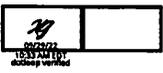
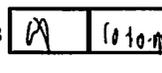
476 32. **ELECTRONIC/WIRE FRAUD:** Email is not always secure or confidential. Never respond to a request that you send
477 funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers
478 without first verifying the identity of the person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

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

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

493 35. **EXPIRATION:** This offer is void if not accepted in writing on this Contract form, with this form physically delivered to
494 Buyer on or before _____ o'clock (A.M.) (P.M.) (Noon) EASTERN/DAYLIGHT STANDARD TIME
495 10/05/2022 (date).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

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

Xiaoqun Guan

Print Buyer's Name

Xiaoqun Guan Signature of Buyer or authorized party Date/Time

Print Buyer's Name

Signature of Buyer or authorized party Date/Time

Buyer's Address

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

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

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

511 Seller hereby:

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

Mark Dottore, Receiver for Aem Services LLC

Print Seller's Name

Signature of Seller or authorized party Date/Time

Print Seller's Name

Signature of Seller or authorized party Date/Time

Seller's Address 2344 Canal Road, Cleveland OH 44113

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

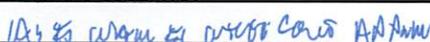
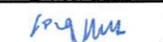
THE INFORMATION PROVIDED BELOW IS FOR ADMINISTRATIVE PROCESSING

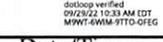
CONTRACT ACCEPTANCE DATE (DATE OF DELIVERY OF FINAL SIGNATURES): (Date/Time)
Note: Until acceptance of final offer/counter-offer has been physically delivered to the other party, either party may rescind their offer/counteroffer. Therefore, delivery of final contract to other party is to be made as soon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

RECEIPT OF EARNEST MONEY DEPOSIT: Failure to provide written verification as provided in Section 3 of the Contract to Purchase may result in Seller's termination of the Contract.
I hereby certify receipt of Earnest Money (check/money order # , wire/electronic transfer # , cash, other) in the amount of \$.
I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that failure to deposit in a timely manner is a violation of license law.
Gregory Harman Plum Tree Realty REALTOR's Signature Date/Time

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

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

	
Seller's Signature	Date/Time
	
Seller's Signature	Date/Time

	
Buyer's Signature	Date/Time
	
Buyer's Signature	Date/Time

dotloop verified
09/28/22 10:33 AM EDT
MWT-4MM-9TTO-DFEG

SELLING/BUYER'S REALTOR® Firm: Plum Tree Realty

Address 9078 Union Centre Blvd., Suite 350, West Chester, OH 45069

Broker Firm State License Number _____ Broker Firm MLS ID _____

Contact (Agent) Name Gregory Harman

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone ghh@juggersoft.com

(Principal) Broker Name _____

Close Transaction under Team Leader in MLS yes no

Team Name: _____ Team Leader: _____ MLS ID: _____

LISTING/SELLER'S REALTOR® Firm: Berkshire Hathaway HomeServices Professional Realty

Address 5700 Gateway Blvd., Ste 200, Mason, OH 45040

Broker Firm State License Number _____ Broker Firm MLS ID RESZ01

Contact (Agent) Name David Sarver

Contact (Agent) State License Number 0700200553 Agent MLS Number 211996

Contact (Agent) Email and Phone Michelle McBride 513-835-5359 2162140221

(Principal) Broker Name David Mussari

Close Transaction under Team Leader in MLS yes no

Team Name: _____ Team Leader: _____ MLS ID: _____

AS-IS Addendum A (Mark Dottore, Receiver)

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

Address: 5736 Kiefer Court, Cincinnati OH 45224 (PPN 236-0002-0284-00)
(the “**Property**”)
Buyer: Xiaoqun Guan or Assign
Seller: Mark E. Dottore, as Receiver in the matter of *Longo v. The AEM Services, LLC, et. al.*, Summit County Court of Common Pleas Case No. CV-2022-05-1754 (the “**Seller**” or “**Receiver**”)

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

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

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

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

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

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

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

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

Time is of the essence.

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

Dated: _____, 2022

Dated: September 21, 2022

Xiaoqun Guan

dotloop verified
10/05/22 4:14 PM EDT
QJZP-IYWB-2490-Z17H

_____ or Assign

Mark E. Dottore

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

rev 08-23-2022



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: 5736 Kiefer Court, Cincinnati, OH 45224

Buyer(s): Xiaoqun Guan

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

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Gregory Harman, and Plum Tree Realty.
AGENT(S) BROKERAGE

The seller will be represented by Michelle McBride & David Sarver, and Berkshire Hathaway HomeServices Professional Realty.
AGENT(S) 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 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.

Xiaoqun Guan
BUYER/TENANT DATE

_____ BUYER/TENANT DATE

Mark Dottore
SELLER/LANDLORD DATE

_____ SELLER/LANDLORD DATE

DUAL AGENCY

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

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

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

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

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

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

Management Level Licensees: Generally the 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 broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

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

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

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

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



EXHIBIT B



PRELIMINARY JUDICIAL REPORT

File No.: 20220042PJR

PJR No.: PJR80793136

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 \$92,902.75 that it has examined the public records in Hamilton County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in AEM Productions LLC by instrument recorded in Volume 14634 Page 837 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 29, 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: Mark Bissinger President
Attest: David Wald Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Preliminary Judicial Report

File No.: 20220042PJR

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Situate in the City of Cincinnati and in Section 30, Township 3, Fractional Range 2 of the Miami Purchase, Millcreek Township, Hamilton County, Ohio:

And being all of Lot No. 57 as shown of the Plat of Gray's Orchard Subdivision, Block "A" as the same is recorded in Plat Book 59, Pages 22 and 23 of the Plat Records of Hamilton County, Ohio: Said lot fronts 29.86 feet on the Northerly Terminus of Kiefer Court and Extends Northwardly on the West line 128.72 feet in depth and Northeastwardly on the East line of 147.06 feet in depth and is 141 feet wide in the rear.

Parcel No. 236-0002-0284-00
For Informational Purposes Only:
Commonly known as 5738 Kiefer Court, Cincinnati, OH 45224

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Preliminary Judicial Report
Schedule A

File No.: 20220042PJR

**PRELIMINARY JUDICIAL REPORT
SCHEDULE B**

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

1. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed bylaw and not shown in the public records.
2. Subject to easements, restrictions, reservations, covenants, conditions and leases of record.
3. Listed for taxes in the County Treasurer's Tax Duplicate for the year 2021:
AEM Productions LLC

PN: 236-0002-0284

Taxes and assessment for the first half of 2021, in the amount of \$920.52 are Paid.

Taxes and assessment for the second half 2021, in the amount of \$913.39 are now due and payable.

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

55-060 Cincinnati -Urban Forestry -\$7.13 for 1st half only

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

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

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

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

4. Mortgage from AEM Productions LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company, covering caption premises, in the amount of \$117,000.00, dated March 23, 2022, recorded March 29, 2022, and recorded as Volume 14634 Page 839 of Hamilton County Records.
5. UCC Financing Statement naming FTF Lending, LLC, as secured party, and AEM Production, LLC, as debtor, filed March 29, 2022 of record as Volume 14634 Page 872.

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



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-8577
Effective Date: August 31, 2022

The following is a limited abstract of title showing the documents which appear of record in the Hamilton County, Ohio records since , 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:	5736 Kiefer Court, Cincinnati, Ohio 45224
County:	Hamilton
Parcel Number:	236-0002-0284-00
Title In The Name(s) Of:	AEM Productions, LLC
Transfer Information:	AEM Productions, LLC, an Ohio limited liability company, the grantee, acquired title by General Warranty Deed filed March 29, 2022 as Volume 14634 and Page 837 of Hamilton County, Ohio records.
Matters of Record/Tax Status:	<ol style="list-style-type: none">1. OPEN END MORTGAGE from AEM Productions, LLC, to FTF Lending, LLC, in the amount of \$117, 000.00, filed March 29, 2022 as Volume 14634 and Page 839, Hamilton County, Ohio records.2. UCC FINANCING STATEMENT - FIXTURE FILING from AEM Productions, LLC, to FTF Lending, LLC, filed March 29, 2022 as Volume 14634 and Page 872, Hamilton County, Ohio records.3. CERTIFICATE OF JUDGMENT Debtor(s): Mark Dente, AEM Productions, LLC, Creditor(s): Robert Hammond, Kristyn Hemeyer, in the amount of \$393,397.50, filed July 21, 2022 as Case No. CJ22025092, Hamilton County, Ohio records. NOTE: The AEM Services, LLC, listed in case caption.4. FORECLOSURE Plaintiff: FTF Lending, LLC, Defendant: AEM Productions, LLC, Et al., Case No. A 2203148, Filed August 30, 2022, Hamilton County, Ohio records. Case Status: Pending5. TAXES AND ASSESSMENTS 2021 Tax Duplicate for Parcel Number 236-0002-0284-00, in the name of AEM Productions, LLC. The first half tax in the amount of \$920.52, including current assessments, if any, is PAID. The second half tax in the amount of \$913.39, 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 \$1,004.73. <p>Said premises are subject to a special assessment for 55-060 CINCINNATI – Urban Forest in the annual amount of \$7.13 which has been included in the taxes for the year of 2021</p>

	<p>Assessed Values: Land: \$9,780, Building: \$18,150, Total: \$27,930.</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:	

The information in the foregoing Abstract of Title was collated from the records of Hamilton 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 March 29, 2022.

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.

EXHIBIT D

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

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

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

5736 KIEFER COURT, CINCINNATI, OH 45224
PPN: 236-0002-0284-00

This matter is before the Court on the Motion of Mark E. Dottore, Receiver (the “**Receiver**”) of The AEM Services, LLC (the “**Receivership Entity**”) for an Order Authorizing the Sale of Real Property Free and Clear of All Liens, Encumbrances, Claims, and Other Interests and Transferring Interests to the Proceeds of Sale (the “**Sale Motion**”). The Sale Motion seeks the entry of an Order: (i) authorizing the sale of the real property located at 5736 Kiefer Court, Cincinnati, OH 45224 (PPN: 236-0002-0284-00)(the “**Property**”) to Xiaoqun Guan 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

JUDGE PATRICIA A. COSGROVE

Prepared by:

/s/ Mary K. Whitmer

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*One of the Attorneys for Mark E. Dottore,
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