

**IN THE COMMON PLEAS COURT
OF FRANKLIN COUNTY, OHIO**

KEYBANK NATIONAL ASSOCIATION,	:	
	:	CASE NO.: _____
Plaintiff,	:	
	:	JUDGE _____
v.	:	
	:	
TEI, LLC, ET AL.,	:	<u>ANSWER OF DEFENDANTS ON</u>
	:	<u>COGNOVIT PROMISSORY NOTES</u>
Defendants.	:	<u>AND GUARANTIES</u>
	:	

The undersigned, an attorney at law in the courts of record in this state (“**Defendants’ Attorney**”) for TEI, LLC and Kenneth W. Travis (collectively, “**Obligors**” or “**Defendants**”), states that I have reviewed the Notes and Guaranties,¹ copies of which are attached to the Complaint, and find that the aforesaid Notes and Guaranties contain cognovit features and warrant of attorney provisions in accordance with Ohio law.

By virtue of the warrant of attorney provisions contained in the Notes and Guaranties, Defendants’ Attorney hereby confesses judgment, jointly and severally, as follows:

- A. On Count One, judgment against Defendant TEI, LLC on the 1001 Note for the principal sum of \$49,119.74, plus interest due and owing as of March 25, 2025 in the amount of \$2,987.15, late charges in the amount of \$310.14, for a total amount due as of March 25, 2025 of \$52,417.03, together with interest accruing thereafter on the then outstanding principal balance of the 1001 Note at \$21.06691 per diem, plus expenses, attorneys’ fees and costs;

¹ Capitalized terms not defined herein shall have the meanings ascribed to such terms in Plaintiff’s Complaint.

- B. On Count Two, judgment against Defendant TEI, LLC on the 9007 Note for the principal sum of \$448,408.52, plus interest due and owing as of March 25, 2025 in the amount of \$25,866.41, late charges in the amount of \$2,805.62, for a total amount due as of March 25, 2025 of \$477,080.55, together with interest accruing thereafter on the then outstanding principal balance of the 9007 Note at \$113.63778 per diem, plus expenses, attorneys' fees and costs;
- C. On Count Three, judgment against Defendant TEI, LLC on the 9000 Note for the principal sum of \$49,784.25, plus interest due and owing as of March 25, 2025 in the amount of \$75.69, for a total amount due as of March 25, 2025 of \$49,859.94, together with interest accruing thereafter on the then outstanding principal balance of the 9000 Note at \$12.61656 per diem, plus expenses, attorneys' fees and costs; and,
- D. On Count Four, judgment against Defendant Kenneth W. Travis on the Guaranties as follows: (i) on the 1001 Note for the principal sum of \$49,119.74, plus interest due and owing as of March 25, 2025 in the amount of \$2,987.15, late charges in the amount of \$310.14, for a total amount due as of March 25, 2025 of \$52,417.03, together with interest accruing thereafter on the then outstanding principal balance of the 1001 Note at \$21.06691 per diem, plus expenses, attorneys' fees and costs; (ii) on the 9007 Note for the principal sum of \$448,408.52, plus interest due and owing as of March 25, 2025 in the amount of \$25,866.41, late charges in the amount of \$2,805.62, for a total amount due as of March 25, 2025 of \$477,080.55, together with interest accruing thereafter on the then outstanding principal balance of the 9007 Note at \$113.63778 per diem, plus expenses, attorneys' fees and costs; and (iii) on the 9000 Note for the principal sum of \$49,784.25, plus interest due and owing as of March 25, 2025 in the amount of \$75.69, for a total amount due as of

March 25, 2025 of \$49,859.94, together with interest accruing thereafter on the then outstanding principal balance of the 9000 Note at \$12.61656 per diem, plus expenses, attorneys' fees and costs.

Defendants hereby waive and release all errors in the proceedings and judgment and all rights of appeal from the judgment rendered herein.

Respectfully submitted,

/s/ Ronald J. Kozar

Ronald J. Kozar, Esq. (0041903)
Stratacache Tower, Suite 2830
40 North Main Street
Dayton, Ohio 45423
Telephone: (937) 222-6764
E-mail: ronald.kozar@gmail.com

*Attorney Confessing Judgment for Defendants TEI,
LLC and Kenneth W. Travis*