

BROKER FEE AGREEMENT

This Broker Fee Protection Agreement (“Agreement”) is entered into and agreed upon by and between William Dent (“Dent”) and _____ (“Broker”) on _____, 2023 (“Effective Date”)

RECITALS

1. Dent’s LLC owns 14701 Industrial Ave., Maple Heights, OH 44137 Parcels 784-25-006, 784-25-008 and 784-25-009 (“Property”).
2. Dent is pending to sell the Property, with the sale expected to be completed on or before November 30, 2023 (“Sale”).
3. Broker is skilled at the procurement of buyers of real property such as the Property and wants to market the right solicit contingency or back-up offers to purchase the Property if the Sale does not occur.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge and agree upon, Dent and Broker agree as follows:

1. **INCORPORATION OF RECITALS.** The parties incorporate and adopt the above Recitals as if fully restated herein.
2. **BROKER SERVICES.** Dent agrees that Broker may attempt to procure a back-up/contingent buyer to purchase the Property from Dent if the Sale does not proceed. Broker understands and agrees that this permission is not exclusive to Broker, and that Broker is engaging a competitive marketplace.
3. **BROKER FEE.** The minimum purchase price for any backup offer to purchase the Property shall be \$ 1,600,000.00, however, Dent is not obligated to accept any offer, even if it meets the minimum purchase price.
4. **NONEXCLUSIVITY AND DURATION OF BROKERAGE.** Broker understands and agrees that Broker’s right to market and solicit purchasers is nonexclusive. Dent may contract with other individuals or entities similarly situated and skilled as Broker under terms similar to the terms of this Agreement. Broker’s authority to act under this Agreement will automatically terminate either thirty (30) days from the Effective Date or upon the closing on the Sale, whichever occurs first.
5. **BROKER FEE.** If Broker procures a purchaser and if Dent accepts the offer procured by Broker, Dent agrees that Broker will be entitled to a six percent (6%) sales commission on the amount the accepted offer exceeds the minimum purchase price. Broker shall only be entitled to a fee if a purchaser actually procured by Broker purchases the Property. Broker

shall not be entitled to a fee if a third party, not procured by Broker, ultimately purchases the Property from Dent.

6. MISCELLANEOUS. Regardless of any choice of law or conflict of law provision, this Agreement shall be governed by Ohio law. The Stark County Court of Common Pleas shall be the sole and exclusive venue for determining the meaning of this Agreement or adjudicating any claim in relation thereto. This Agreement contains all the agreements of the parties and may not be modified except in a writing signed by all parties thereto. To the extent any provision of this Agreement is determined to be unenforceable, all other provisions are severable and shall be enforced to their full legal extent. This Agreement shall be binding upon the parties and their successors, assigns, and insurers. The parties represent and warrant that they are making this Agreement with full legal authority to act on their own behalf and on behalf of all third parties who may have an interest, in law or in equity, in relation thereto. The parties acknowledge and agree that they have each had the opportunity to consult with legal counsel and fully understand the terms of this Agreement. This Agreement shall be deemed drafted by all parties hereto, regardless of the original or subsequent author. No Court shall be permitted to “construe against the drafter” of this Agreement.

Effective as of the date first written above.

William Dennis Dent (“Dent”)

Print Name:

Broker