

## EXCLUSIVE RIGHT TO SELL AGREEMENT

### 1. OWNER/PROPERTY INFORMATION:

In consideration of the services to be performed by Hanna Commercial ("Broker"), the undersigned Owner hereby grants to Broker the sole and exclusive right to sell, lease or exchange the following real property on the terms and conditions described in this agreement:

Owner: ERKA BIAN LLC c/o: Marilyn Clark & Bill Koeblitz

Mailing Address: 810 Moe Drive, Akron, OH 44310

**Property Address: 810 Moe Drive, Akron, OH 44310 (the "Property")**

Permanent Parcel No(s): 67-43650

Approximately 28,750 square feet situated on approximately 1.50 acres.

Listing Price for Sale: \$2,795,000

This Agreement shall be for a period of twelve (12) months beginning the date signed below by Owner.

### 2. MARKETING OF THE PROPERTY:

Broker is authorized in its sole discretion, to place an Available/For Sale sign on the Property, if permitted by law, to remove all other such signs, to place a lockbox on the Property, to have access to the Property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and to use pictures of same for promotional purposes. The Property may be entered into through public and private listing services as well as any other use, media or means to aid in the sale of the Property. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Property by persons through the above use of the key and hereby holds Broker, its agents and employees harmless, from any loss, claim or damages.

During the term of this Agreement and any extension, Owner grants to Broker the sole and exclusive right to publish and to grant to others the right to publish any and all descriptive information about the Property including but not limited to text, video, audio, photographic and electronic descriptions. Owner authorizes Broker to have photographs of the Property taken (the "Photographic Services") and have such photographs (the "Photographs") digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, in and through public and private listing services as well as any other use, media or means to aid in the sale or rental of the Property.

### 3. AGENCY RELATIONSHIP:

Owner understands and agrees that the listing agent will represent the Owner and that other licensees with Broker may represent parties interested in purchasing the Property. Owner understands and agrees that in very limited instances and with the Owner's written consent in advance, the undersigned agent may act as a dual agent. Owner understands that other agents licensed with Broker may be working as purchaser's/tenant's agents and may show the Property and be involved in the sale/lease if their purchasers/tenants are interested in purchasing/leasing the Property. Owner understands and agrees that Broker will not share confidential information without Owner's consent. Confidential information includes all information that Owner directs to be kept confidential, all information that is required by law to be kept confidential or that if disclosed would have an adverse effect on Owner's position in the real estate transaction except to the extent that the agent is required

by law to disclose such information. Owner acknowledges and agrees that confidential information will not include information that is public record, authorized by client to be disclosed or information sent or received via fax or electronic mail. Owner agrees that any information Broker and its agents learned from a previous or current agency relationship with another party cannot be shared with Owner and will be kept confidential.

#### **4. BROKER COOPERATION:**

Broker shall permit the Property to be shown by purchaser's/tenant's brokers, and Broker will pay fifty percent of the above commission to such cooperation brokers who represent their clients and were the procuring cause of the sale or lease, except as stated in section 5 b below. We do not offer sub-agency compensation.

#### **5. COMPENSATION:**

**a. SALE:** If during the term of this Agreement or any extension, Broker obtains an offer to purchase/exchange the Property at the listing price or if the Property is sold or exchanged by Owner at any price and upon any terms to which Owner may consent, Owner hereby agrees to pay a brokerage commission of six percent (6%) on the first million dollars of selling price of the Property and four percent (4%) on the balance of selling price of the Property. Owner agrees to pay the above sale/exchange brokerage commission by irrevocable assignment of escrow funds at the time of closing. This Agreement shall serve as escrow instructions subject to the Escrow Agent's usual conditions of acceptance.

**b.** However, should a sale occur with James Andrews of Marcus & Millichap, the real estate fee due to Hanna Commercial shall be discounted to \$40,000.. The Seller can also determine if they would like to pay Marcus and Millichap any amount of additional money or if they will require him to get paid by his client the Buyer.

**c. LEASE** If during the term of this agreement or any extension Owner decides to Lease the Property and Broker obtains an offer to lease the Property at the lease listing price or if the property is leased at any other price or upon any terms to which Owner may consent, Owner hereby agrees to pay the Broker a fee of six percent (6%) on the first million dollars of leasing amount of the Property and four percent (4%) on the balance of leasing amount of the Property of the gross rent due during the lease term. For a lease renewal the fee shall be six percent (6%) on the first million dollars of lease renewal amount of the Property and four percent (4%) on the balance of lease renewal amount of the Property during the term(s) of any renewal option(s) exercised by Lessee. The brokerage commission shall be paid to Broker directly by Owner fifty percent (50%) at the execution of the lease or lease renewal and fifty percent (50%) at occupancy is delivered to tenant or start of renewal term.

**CARRYOVER:** Owner also agrees that such fee shall be paid if the Property is sold/leased or exchanged directly by Owner or through another real estate broker within six (6) months following the term of this Agreement or any extensions thereof to anyone to whom Broker or its cooperating brokers have submitted the Property and of whom Owner has received notice.

#### **6. OWNER REPRESENTATIONS AND WARRANTIES:**

Owner represents and warrants to Broker that:

- a. Title to the Property is vested solely in Owner and that the person(s) signing this Agreement is/are either the owner(s) of the Property or that they have the full authority to act on behalf of and bind the Owner(s);
- b. In the event of a sale or exchange of the Property, Owner will be able to convey a good and marketable title to the Property to the Purchaser;
- c. Information that has been or, during the term of this Agreement, will be provided by Owner to Broker regarding leases/ tenancies, income and expenses, and the condition, size, use and zoning of the Property is accurate and complete;

- d. There are no pending orders of any court or governmental agency affecting the Property and that, to Owner's knowledge, the Property conforms to all applicable building, zoning, health and safety, rules and regulations. Owner acknowledges and agrees that Broker will not investigate the physical condition of or the title to the Property or the accuracy of the information provided by Owner to Broker and that Broker is relying upon the representations of the Owner with regard to such matters;.
- e. Owner will cooperate and provide any and all information and documentation, including State of Ohio Agency form, needed or requested on behalf of Broker or prospective Buyer(s)/Tenant(s) or their agents regarding the Property and will make the Property accessible for viewing and inspections as deemed necessary by Broker, prospective Buyers or their agents and;
- f. Owner agrees to immediately refer to Broker all prospective Buyer(s)/Tenant(s) or Brokers who contact Owner for any reason and to provide Broker with their names and addresses.

#### **7. INDEMNIFICATION:**

Seller understands and agrees that it is not the responsibility of Hanna Commercial and its real estate agent(s) to inspect the property. Seller agrees to waive all liability and hold harmless Hanna Commercial and its real estate agents for any claims by a Buyer of the property regarding the condition of the property. Seller agrees to defend, indemnify and hold harmless Hanna Commercial and its agents and employees for any cost of liability that may be incurred by or imposed on Hanna Commercial and its real estate agents for any breach by Seller of any representation or warranty made or for any misrepresentation or concealment of fact by Seller regarding the condition of the property.

#### **8. CONDITION OF PROPERTY:**

Owner acknowledges that Broker is not obligated to and has made no independent investigation of the condition of the Property, including but not limited to, the physical condition of the structure (exterior or interior), the fixtures, personal property and equipment therein, if any or any environmental matter with respect thereto (collectively, the "Physical Condition"). All investigations, reports and information with respect to the physical condition shall be prepared by or for the Owner and shall be furnished by Broker to prospective Buyer(s)/Tenant(s) on behalf of Owner, who shall be solely responsible for all such information. Broker has the right to insert in the real estate purchase agreement to be executed by the Buyer(s)/Tenant(s), an acknowledgment by Buyer(s)/Tenant(s) as to the foregoing. Owner understands that Broker is relying upon the information about the Property provided by Owner, that the information will be used to advertise the Property to the public and that it is essential that this information be accurate. Owner agrees to defend, indemnify and hold broker harmless (including but not limited to the costs of attorney fees), from any and all claims, actions, liability, demands, causes of action and damages resulting from any non-disclosures, misrepresentations, inaccuracies, errors or omissions in any information provided by owner to Broker regarding the property, including but not limited to any inaccuracies, errors or omissions in the representations or concealment of facts by owner contained in this agreement.

#### **9. MANAGEMENT/ACCESS:**

Broker shall not be charged with the custody of the Property, nor shall Broker have any duty or obligation with respect to the management, maintenance, upkeep or repair of the Property. Broker shall have the right and authority to enter the Property for the purposes of erecting signs thereon, and for inspection and showing the Property to prospective Buyer(s)/Tenant(s). Owner agrees that Broker and its agents have no responsibility or liability for property management or maintenance of the Property.

#### **10. FORUM:**

Owner acknowledges and agrees that, notwithstanding where the Property is situated, the laws of



the State of Ohio will govern any dispute arising from this Agreement. All lawsuits, actions, and other proceedings arising from this Agreement or the transactions it contemplates shall be prosecuted in the appropriate court in Cuyahoga County, State of Ohio and all parties agree to both subject matter and in personal jurisdiction in that forum.

#### 11. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding of the parties hereto, and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Agreement. This Agreement is binding upon the Broker, the Owner, and their respective successors, heirs, administrators, personal representatives and assigns and shall be governed in accordance with the laws of the State of Ohio. Owner acknowledges that Owner has read and received a signed copy of this Agreement and the information contained herein is true and accurate to the best of Owner's knowledge.

#### ACCEPTED:

##### "OWNER"

By: ERKA BIAN LLC

[Bill Koeblitz \(May 6, 2025 15:32 EDT\)](#)

Signature

Name

Printed: Bill Koeblitz

Title: Chairman of the Board

Date: 5/6/2025

Phone: 234-312-2000

Email: [Bill.Koeblitz@mobilityworks.com](mailto:Bill.Koeblitz@mobilityworks.com)

##### "BROKER"

By: HANNA COMMERCIAL

Signature

Name

Printed: R.M. (Mac) Biggar, Jr., CCIM, SIOR

Title: President

Date: April 24, 2025

Phone: (216) 839-2020

Email: [MacBiggar@HannaCRE.com](mailto:MacBiggar@HannaCRE.com)

Signature

Name

Printed: David R. Stover, SIOR

Title: Principal & Executive Managing Director

Date: April 24, 2025

Phone: (216) 839-2012

Email: [DavidStover@HannaCRE.com](mailto:DavidStover@HannaCRE.com)