FORTIS NET LEASE™

Representation Agreement

(Exclusive Authorization to Sell or Exchange)

The undersigned ("Seller" or Sellers if plural) hereby employs Fortis Commercial, LLC ("Agent") and grants to Agent, for a period of time (the "Term") commencing on the date of the full execution of this agreement and ending four calendar months later, and subject to extension as set forth in paragraph three below, the exclusive right and authority to sell the certain real property (the "Property") commonly known as the **Dollar General** located on **2160 S Columbus Road, Wooster, OH 44691.**

The term "Property" as used herein also shall include any interest therein or in its ownership.

1) **ASKING PRICE: $1,526,181 | 6.60% Cap Rate**

2) **COMMISSION:** In consideration of the brokerage services to be rendered by Agent, Seller agrees to pay to Agent a commission equal to four percent (4.00%) of the sales price or three percent (3.00%) of the sales price if Andrew Bender represents the buyer directly. Said commission shall be due and payable at the close of escrow or upon the occurrence of any of the following events:

a. The Property is sold, exchanged, leased with an option to purchase or otherwise conveyed during the Term, or any extension thereof, whether by Seller or by or through any other person or entity; or sale, exchange or other conveyance of the Property is made within (3) months after the expiration of the Term to a person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller by Agent as a prospective purchaser (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property prior to expiration of the Term or via written notice within seven (7) calendar days after such expiration.

   In the case of any sale this commission shall be paid in cash at the closing, and Agent shall be entitled to make demand of any escrow holder or Closing Agent for payment from the proceeds of sale.

b. PROSPECTIVE PURCHASER NOTICE**:** Agent agrees to provide Seller with a written list of all Prospective Purchasers to whom Agent has introduced the Property, marketed the Property, or with whom Agent has engaged in negotiations, within seven (7) calendar days following the expiration of the Term. Said list shall include the name and contact information of each Prospective Purchaser and shall serve as the definitive record for purposes of determining commission eligibility under Section 2(a) above. Seller shall have no obligation to pay a commission on any sale completed after the expiration of the Term to a party whose name does not appear on said list.

3) **EXTENSION OF TERM:** The "Term" may be extended by Seller at any time via written notice.

4) **TITLE:** Seller represents and warrants that the individuals executing this Representation Agreement on behalf of Seller are duly authorized and empowered to execute this Representation Agreement and any subsequent Purchase Agreement; and that execution hereof shall no result in any breach of, or constitute a default under, any contract or other agreement to which Seller is a party.

5) **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller and Agent acknowledge that any sale of Property shall be on an "as is" basis and, therefore, the following shall not inure to the benefit of any prospective purchaser.

a. Compliance with Laws: Seller represents and warrants that, to the best of Seller's knowledge, the Property and all improvements thereon are in compliance with all applicable laws.

6) **RECORDS, FINANCIAL DATA AND MARKETING ASSISTANCE:** Seller agrees to furnish, to warrant and certify as true and correct, and to make available to Agent all financial data and other operating records of the Property.

7) **INDEMNIFICATION:** Seller agrees to indemnify and hold Agent harmless from and all liability arising from or asserted in connection with any incomplete or inaccurate information provided by Seller.

8) **INSPECTION OF PROPERTY:** Seller agrees to allow Agent access to the property at reasonable times.

9) **BEST EFFORTS:** Agent agrees to use its best, timely efforts in attempting to affect a sale of the Property.

 Seller's Initials_____

10) **ARBITRATION:** If a controversy arises with respect to the subject matter of this Representation Agreement or any provision hereof, Seller and Agent agree that such controversy shall be settled by arbitration.

11) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof.

12) **NON-DISCRIMINATION:** Agent and Seller acknowledge that it is illegal for either Seller or Agent to refuse to lease or sell to any person on the basis of race, color, national origin, sex, marital status or physical disability.

13) **GOVERNING LAW:** This Agreement shall be governed by in accordance with the laws of the states where the property is located. Agent shall have the right to assign its interest in this agreement to a locally licensed real estate broker if such assignment is required to comply with licensing laws or to assist in the payment of any commission earned.

This is a legally binding agreement, accepted by and between:

SELLER:	_____	**Address**:	_____
BY:	_____		_____
PRINTED:	_____	**Phone:**	856-785-3121
ITS:	Managing/Authorized Member		
DATE:	_____		

AGENT:	Fortis Commercial, LLC	**Address:**	30445 Northwestern Hwy, #275 Farmington Hills, MI 48334
BY:	Bryan P Bender (Managing Director)		
DATE:	April 20, 2026		

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL OR TAX EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS ONLY QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

Seller's Initials_____