



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Listing Agreement") is entered into as of the date of the last execution hereof ("Effective Date") by and between **LENGYEL ROBERT W & CONCAR GEORGETTE MARIE, SMITH GEORGETTE MARIE,** ("Owner") with an address of **52818 TRINTER RD VERMILION, OH 44089,** and **CRESCO, LTD.,** an Ohio limited liability company ("Broker"), with an address of 3 Summit Park Drive, Suite 200, Cleveland, Ohio 44131, concerning real property **LAND** located on **AVON RD., AVON, OH 44011,** having the following Permanent Parcel Number(s): **0400028102173, 0400028102174, 0400028102017** together with all improvements and fixtures thereon, and with all appurtenant rights, privileges, and easements ("Property"). A legal description of the Property may be attached hereto.

1. Listing Period

In consideration of Broker's agreement to use Broker's efforts to secure a purchaser for the Property, Owner hereby grants to Broker the sole and exclusive right to sell the Property for a period of one (1) year commencing on the Effective Date of this Listing Agreement ("Listing Period"). Unless Owner provides written notice of termination of this Listing Agreement at least thirty (30) days prior to the expiration of the Listing Period, the Listing Period will automatically renew for an additional period of one (1) year. Owner offers the Property at a purchase price of \$ **UNDISCLOSED** on the following additional terms and conditions (if any): _____ . These terms and conditions, including price, may be modified by Owner.

2. What Broker Will Do

A. Broker shall be Owner's exclusive agent for the marketing and sale of the Property, and Owner shall refer to Broker all inquiries and offers received concerning the Property, so that Broker may advance efforts to sell the Property. Broker is explicitly empowered to act as Owner's exclusive agent for negotiating terms of a sale and submitting to Owner any and all offers for review and approval of Owner.

B. Broker shall advertise the proposed sale of the Property in the manner Broker deems most effective to maximize exposure to individuals and entities that may be interested in the Property. Any choices of marketing plan and implementation of the marketing plan shall not affect the Commission. Broker shall be responsible for the costs associated with marketing the Property.

C. Broker is authorized by Owner to place sign(s) on the Property for marketing purposes. Owner must remove all other "For Sale" and/or "For Lease" signs, but Broker may do so if Owner does not.

3. What Owner Will Do

A. Owner recognizes that Broker is relying on all information provided by Owner or Owner's representatives in connection with the Property, and Owner agrees to defend, save, indemnify, and hold harmless Broker, Broker's agents, employees, and other representatives, and those relying on Broker's representations with respect to the Property from any and all loss, damages, suits, and/or any other claims whatsoever including attorneys' fees and costs of defense resulting from the inaccuracy and/or omission of any and all information provided to Broker by Owner and/or Owner's representatives.

B. During the Listing Period, Owner will deal exclusively with Broker with respect to all inquiries, showings, proposals, and/or offers related to any purchaser's acquisition and/or exchange concerning the Property. Any proposals, offers, and/or contracts made by a prospective purchaser to Owner during the Listing Period must be made through Broker and/or involve Broker.

C. Owner agrees to furnish satisfactory evidence of marketable title to the Property in the event of a sale and/or exchange. Owner will promptly disclose all latent material defects concerning the Property, including but not limited to any past or present violation of any environmental law involving the Property. Owner authorizes Broker to disclose such information to any individual and/or entity that expresses interest in the Property.



RLW
Owner's Initials

[Signature]
Broker's Initials

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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

4. Commission

A. In consideration of Broker's efforts to sell the Property, Owner will pay Broker a commission as set forth in the Schedule of Real Estate Fees attached as Rider A to this Listing Agreement ("Commission"), which terms are incorporated into and made a part of this Listing Agreement. Broker shall be entitled to the Commission if, during the Listing Period (or any extension of the Listing Period): (a) Owner agrees to sell the Property; and/or (b) Broker produces a ready, willing, and able purchaser capable of performing on Owner's terms. The Commission for a sale and/or exchange will be payable in cash by no later than at closing. Owner agrees to authorize the closing agent for the sale transaction to pay Broker's commission out of the escrow funds at the time of closing of the sale and/or exchange transaction. In the event Owner does not perform or refuses to convey title when there is a ready, willing, and able purchaser, Owner agrees to pay Broker the Commission, in which case the Commission will be due and payable immediately. Broker may file a broker's lien against the Property to protect Broker's right to receive the Commission, and Owner waives any possible claim Owner may have for Broker filing a broker's lien.

B. Broker is entitled to the Commission for any transaction involving the Property, the terms of which are agreed to during the Listing Period, even when the transaction is later completed at any point in time ("Extension Period"). Broker is also entitled to the Commission under either of the following "Protection Period" scenarios: (1) if Broker introduced or suggested the Property as an option to a prospective purchaser during the Listing Period, and Owner agrees to terms of a sale or exchange to that purchaser (or a party that is related to or affiliated with that purchaser) within one (1) year after the expiration of the Listing Period, or any extension of the Listing Period; or (2) if Broker showed the Property to a prospective purchaser and/or Broker participated in the showing with a prospective purchaser, and Owner agrees to terms of a sale or exchange with that purchaser (or a party that is related to or affiliated with that purchaser) within two (2) years after the expiration of the Listing Period, or any extension thereof. Within thirty (30) days after the expiration of the Listing Period (or any extension thereof), Broker will provide to Owner, in writing, the name(s) of the person(s) and/or entity(ies) that Broker introduced, suggested, showed, and/or participated in the showing of the Property.

C. If completion of a sale or exchange of the Property does not proceed due to a default of Owner, then Broker is authorized to take any action Broker deems necessary to collect the Commission. Owner authorizes Broker to cooperate and divide with other brokers the Commission in any manner acceptable to Broker. In the event any sum of money due under this Listing Agreement remains unpaid for a period of thirty (30) days after any date which any such sum is due, then such sum shall bear interest at the rate of twelve percent (12%) per annum, compounded monthly from the due date until paid.

5. Owner's Acknowledgements and Disclosures

A. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding entry into the neighborhood of a person or persons belonging to one of the protected classes.

B. Owner acknowledges and represents that there are no other listing contracts for the sale and/or exchange of the Property. No person or entity has any right to purchase the Property or to acquire any interest in the Property by virtue of any agreement, purchase option, and/or right of first refusal. There are no delinquencies or defaults under any mortgage and/or any other security interest involving the Property.

C. The person signing as, by, and/or on behalf of Owner represents and warrants that the signer has full authority to sign as, by, and/or on behalf of Owner and to convey title to the Property.

6. Binding Effect, Entire Contract, and Partial Invalidity

This is a legal and binding contract on all parties hereto, including their respective heirs, legal representatives, successors, and/or assigns. All prior negotiations and agreements between Owner and Broker are incorporated in this Listing Agreement, which

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R.W.L.
Owner's
Initials

(RJ)
Broker's
Initials

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

constitutes the entire contract. The terms of this Listing Agreement are intended by Owner and Broker as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous agreement. This Listing Agreement and any supplement, addendum, and/or modification may be executed in two (2) or more counterparts, all of which shall constitute one (1) and the same writing. The terms of this Listing Agreement may not be amended, modified, and/or altered except through written agreement signed by Owner and Broker. Any term or provision of this Listing Agreement that is found to be ambiguous will not be construed against the drafter. If any provision of this Listing Agreement is found to be invalid, void, unenforceable, and/or illegal for any reason, then any such provision will be construed and amended in a manner that would permit its enforcement, but in no event will any such provision and/or determination affect, impair, and/or invalidate any other provision of this Listing Agreement.

7. Attorneys' Fees and Court Costs

In the event that a dispute arises between Broker and Owner related in any way to this Listing Agreement and/or its subject matter, the prevailing party is entitled to recover from the non-prevailing party any and all court costs and reasonable attorneys' fees that the prevailing party incurs concerning any such dispute.

8. Miscellaneous

This Listing Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio. Any dispute that relates in any way to this Listing Agreement must be brought in a Common Pleas Court having venue within the State of Ohio. The terms and provisions of this Listing Agreement will survive the execution of any agreement for the sale and/or exchange of the Property. A photocopy, facsimile, and/or electronic signed image of this Listing Agreement and any exhibits, addenda, modifications, and/or amendments to this Listing Agreement shall be binding as if it was a signed original.

BY SIGNING BELOW, OWNER AND BROKER AGREE TO THE TERMS SET FORTH ABOVE AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS LISTING AGREEMENT.

OWNER:

**LENGYEL ROBERT W & CONCAR GEORGETTE
MARIE**

By: Robert W Lengyel

Print Name: ROBERT W. LENGYEL

Title: _____

Date: _____

BROKER:

CRESCO, LTD., an Ohio limited liability company

By: SEE PAGE 7

Print Name: _____

Title: _____

Date: _____

SALES AND/OR EXCHANGES

The Commission for the sale and/or exchange of the Property, or sale and/or exchange of any rights incident to the Property by any means, is 6% of the total consideration. The Commission for the sale and/or exchange of vacant land is 6% of the total consideration. Total consideration is the entire amount to be paid by the purchaser to the Owner for the Property, which total figure will include any mortgages, taxes, assessments, and/or encumbrances of any kind assumed by the purchaser. The Commission for a sale and/or exchange shall be payable in cash by no later than at closing.

LEASES/SUBLEASES

For the purposes of this Schedule of Real Estate Fees, the term "Lessor" shall include "Sublessor," the term "Lessee" shall include "Sublessee," and the term "Lease" shall include "Sublease" where appropriate.

UP TO 20 YEARS:

The Commission for a Lease (which term includes Sublease and Lease assignment) for a period up to and including 20 years, is 6% of the total consideration. Total gross rental consideration for a Lease is the actual cash amount paid or to be paid by the Lessee as rent plus the cash value of all obligations of the Lessor transferred to and assumed by the Lessee over the entire term of the Lease. Total gross rental consideration for a Sublease is the actual cash amount paid or to be paid by the Sublessee as rent plus the cash value of all obligations of the Sublessor transferred to and assumed by the Sublessee over the entire term of the Sublease. For a lease transaction up to 20 years, one-half (1/2) of the Commission shall be payable on the date the Lessee executes the lease, and the second one-half (1/2) of the Commission shall be payable when the Lessee takes occupancy of the Property.

LESS THAN 10 YEARS:

When the term of the original Lease is for less than ten years and the original Lease does not contain renewal or expansion options, if the Lessee either extends the term of occupancy beyond the stated term of the original Lease or leases additional space, an additional Commission computed as above shall be paid up to and including the tenth year of occupancy. For a lease transaction less than 10 years, one-half (1/2) of the Commission shall be payable on the date the Lessee executes the lease, and the second one-half (1/2) of the Commission shall be payable when the Lessee takes occupancy of the Property.

MONTH-TO-MONTH:

The Commission for procuring a Lease on a month-to-month basis shall be equal to 6% of the total gross rental consideration paid. The Lessor shall calculate and pay the Commission which shall be earned and due quarterly throughout the period of Lessee's occupancy.

PERCENTAGE LEASES:

A Commission shall be paid at the time of execution of the Lease, computed upon the aggregate minimum rental. An additional Commission computed as 6% of the additional rent due under the terms of the percentage Lease shall be paid concurrently with the collection of such additional rent.

EXPANSION, EXTENSION, AND/OR RENEWAL:

If Lessee renews or extends the Lease term, continues to lease space at the Property beyond the initial Lease term (whether by virtue of an option to renew contained within the Lease or through other negotiations subsequent to the execution of the original Lease between Lessee and Lessor or Lessor's successors or assigns), or expands the space leased by Lessee, then Lessor shall pay Broker an amount equal to 6% of the total consideration if in the judgment of the Owner the Broker was the procuring cause of the Renewal, which Commission payment must be made by Lessor to Broker once Lessee and Lessor agree to the renewal, expansion, and/or extension of the Lease.

PURCHASE OPTION AND RIGHTS OF REFUSAL:

Should the Lessee exercise a purchase option and/or any rights of refusal during the Lease term or during any extension, renewal, modification, and/or holdover of the Lease, the Commission for the sale shall be calculated based on 6% of the total consideration, less the Commission earned on any unexpired portion of the term of the Lease or any renewal thereof. For a sale transaction the Commission shall be paid in cash upon the closing of the sale of the Property.

CANCELLATION OPTION:

If the Lease provides that the Lessee may cancel the Lease for a portion of the initial term thereof, then the Commission shall be deemed payable only upon the uncancelable portion of such Lease term unless the Lessee is obligated to pay a cancellation penalty which includes the Commission for the balance of such Lease term, in which case the entire Commission shall be due at the time of Lease execution. At such time as the Lessee's right to cancel expires or is waived without being exercised, the Commission for the portion of the Lease term that could have been cancelled shall be payable to Broker, to the extent it has not already been paid, the day following the last day on which the Lessee may exercise such right to cancel or such earlier date as that right is waived.

LEASE TERMINATIONS:

If Broker negotiates a Lease termination for a Lessee (in connection with a Sublease or independent of a Sublease) for all or a portion of the Property, the Commission shall be 6% of the gross rental savings experienced by the Lessee. The gross rental savings equals scheduled gross rental consideration to be paid by the Lessee as rent plus the cash value of all obligations of the Lessor transferred to and/or assumed by the Lessee over the remaining Lease term, less any negotiated cancellation fee paid by the Lessee to the Lessor. This Commission shall be paid to Broker by the Lessee once the terms of the Lease termination are agreed to.

PROPERTY MANAGEMENT

The Commission for full service property management is 4% of gross rents paid by the Lessee occupying the Property. This Commission shall be paid monthly on the first day of each month.

NEW CONSTRUCTIONBUILD-TO-SUIT (SALE):

The Commission for procuring a new construction build-to-suit transaction is 3% of all construction/development costs attributed to improving the site or \$1.00 per square foot, whichever is greater, payable no later than the completion of the build-to-suit project. When the purchase of vacant, undeveloped land is part of the transaction, the purchase of the land is subject to the Commission under SALES AND/OR EXCHANGES section above.

BUILD-TO-SUIT (LEASE):

The Commission for procuring a build-to-suit Lease is the same as in the LEASES/SUBLEASES section above.

CO-BROKERAGE AND DUAL AGENCY

Notwithstanding all of the fee structures described above, in the event of a Co-brokerage transaction (including where the procuring cause is a Cresco, Ltd. licensee) and where the procuring licensee requests to be compensated in an amount greater than fifty percent (50%) of the Commission described on this Schedule of Real Estate Fees ("Override Fee"), then Owner may accept or reject the request for an Override Fee. In no event shall Broker be obligated to accept less than fifty percent (50%) of the Commission stated in this Schedule of Real Estate Fees when the purchaser, Lessee, and/or Sublessee is represented by another brokerage. If Broker is a dual agent and the parties are represented by different licensees of Broker for an in-company transaction, then each licensee for an in-company transaction will receive an equal percentage of the Commission.

In the event any part of a Commission remains unpaid for a period of thirty (30) days after any date which any such sum is due, then such sum shall bear interest at the rate of twelve percent (12%) per annum, compounded monthly from the due date until paid.

Rev. 181011

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R.W.L.

Owner's
Initials

N.Z.

Broker's
Initials



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Listing Agreement") is entered into as of the date of the last execution hereof ("Effective Date") by and between **LENGYEL ROBERT W & CONCAR GEORGETTE MARIE, SMITH GEORGETTE MARIE** ("Owner") with an address of **52818 TRINTER RD VERMILION, OH 44089**, and **CRESCO, LTD.**, an Ohio limited liability company ("Broker"), with an address of 3 Summit Park Drive, Suite 200, Cleveland, Ohio 44131, concerning real property **LAND** located on **AVON RD., AVON, OH 44011**, having the following Permanent Parcel Number(s): **0400028102173, 0400028102174**, together with all improvements and fixtures thereon, and with all appurtenant rights, privileges, and easements ("Property"). A legal description of the Property may be attached hereto.

1. Listing Period

In consideration of Broker's agreement to use Broker's efforts to secure a purchaser for the Property, Owner hereby grants to Broker the sole and exclusive right to sell the Property for a period of one (1) year commencing on the Effective Date of this Listing Agreement ("Listing Period"). Unless Owner provides written notice of termination of this Listing Agreement at least thirty (30) days prior to the expiration of the Listing Period, the Listing Period will automatically renew for an additional period of one (1) year. Owner offers the Property at a purchase price of \$ **UNDISCLOSED** on the following additional terms and conditions (if any): _____ . These terms and conditions, including price, may be modified by Owner.

2. What Broker Will Do

A. Broker shall be Owner's exclusive agent for the marketing and sale of the Property, and Owner shall refer to Broker all inquiries and offers received concerning the Property, so that Broker may advance efforts to sell the Property. Broker is explicitly empowered to act as Owner's exclusive agent for negotiating terms of a sale and submitting to Owner any and all offers for review and approval of Owner.

B. Broker shall advertise the proposed sale of the Property in the manner Broker deems most effective to maximize exposure to individuals and entities that may be interested in the Property. Any choices of marketing plan and implementation of the marketing plan shall not affect the Commission. Broker shall be responsible for the costs associated with marketing the Property.

C. Broker is authorized by Owner to place sign(s) on the Property for marketing purposes. Owner must remove all other "For Sale" and/or "For Lease" signs, but Broker may do so if Owner does not.

3. What Owner Will Do

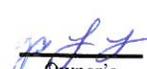
A. Owner recognizes that Broker is relying on all information provided by Owner or Owner's representatives in connection with the Property, and Owner agrees to defend, save, indemnify, and hold harmless Broker, Broker's agents, employees, and other representatives, and those relying on Broker's representations with respect to the Property from any and all loss, damages, suits, and/or any other claims whatsoever including attorneys' fees and costs of defense resulting from the inaccuracy and/or omission of any and all information provided to Broker by Owner and/or Owner's representatives.

B. During the Listing Period, Owner will deal exclusively with Broker with respect to all inquiries, showings, proposals, and/or offers related to any purchaser's acquisition and/or exchange concerning the Property. Any proposals, offers, and/or contracts made by a prospective purchaser to Owner during the Listing Period must be made through Broker and/or involve Broker.

C. Owner agrees to furnish satisfactory evidence of marketable title to the Property in the event of a sale and/or exchange. Owner will promptly disclose all latent material defects concerning the Property, including but not limited to any past or present violation of any environmental law involving the Property. Owner authorizes Broker to disclose such information to any individual and/or entity that expresses interest in the Property.



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Owner's
Initials


Broker's
Initials

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

4. Commission

A. In consideration of Broker's efforts to sell the Property, Owner will pay Broker a commission as set forth in the Schedule of Real Estate Fees attached as **Rider A** to this Listing Agreement ("Commission"), which terms are incorporated into and made a part of this Listing Agreement. Broker shall be entitled to the Commission if, during the Listing Period (or any extension of the Listing Period): (a) Owner agrees to sell the Property; and/or (b) Broker produces a ready, willing, and able purchaser capable of performing on Owner's terms. The Commission for a sale and/or exchange will be payable in cash by no later than at closing. Owner agrees to authorize the closing agent for the sale transaction to pay Broker's commission out of the escrow funds at the time of closing of the sale and/or exchange transaction. In the event Owner does not perform or refuses to convey title when there is a ready, willing, and able purchaser, Owner agrees to pay Broker the Commission, in which case the Commission will be due and payable immediately. Broker may file a broker's lien against the Property to protect Broker's right to receive the Commission, and Owner waives any possible claim Owner may have for Broker filing a broker's lien.

B. Broker is entitled to the Commission for any transaction involving the Property, the terms of which are agreed to during the Listing Period, even when the transaction is later completed at any point in time ("Extension Period"). Broker is also entitled to the Commission under either of the following "Protection Period" scenarios: (1) if Broker introduced or suggested the Property as an option to a prospective purchaser during the Listing Period, and Owner agrees to terms of a sale or exchange to that purchaser (or a party that is related to or affiliated with that purchaser) within one (1) year after the expiration of the Listing Period, or any extension of the Listing Period; or (2) if Broker showed the Property to a prospective purchaser and/or Broker participated in the showing with a prospective purchaser, and Owner agrees to terms of a sale or exchange with that purchaser (or a party that is related to or affiliated with that purchaser) within two (2) years after the expiration of the Listing Period, or any extension thereof. Within thirty (30) days after the expiration of the Listing Period (or any extension thereof), Broker will provide to Owner, in writing, the name(s) of the person(s) and/or entity(ies) that Broker introduced, suggested, showed, and/or participated in the showing of the Property.

C. If completion of a sale or exchange of the Property does not proceed due to a default of Owner, then Broker is authorized to take any action Broker deems necessary to collect the Commission. Owner authorizes Broker to cooperate and divide with other brokers the Commission in any manner acceptable to Broker. In the event any sum of money due under this Listing Agreement remains unpaid for a period of thirty (30) days after any date which any such sum is due, then such sum shall bear interest at the rate of twelve percent (12%) per annum, compounded monthly from the due date until paid.

5. Owner's Acknowledgements and Disclosures

A. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding entry into the neighborhood of a person or persons belonging to one of the protected classes.

B. Owner acknowledges and represents that there are no other listing contracts for the sale and/or exchange of the Property. No person or entity has any right to purchase the Property or to acquire any interest in the Property by virtue of any agreement, purchase option, and/or right of first refusal. There are no delinquencies or defaults under any mortgage and/or any other security interest involving the Property.

C. The person signing as, by, and/or on behalf of Owner represents and warrants that the signer has full authority to sign as, by, and/or on behalf of Owner and to convey title to the Property.

6. Binding Effect, Entire Contract, and Partial Invalidity

This is a legal and binding contract on all parties hereto, including their respective heirs, legal representatives, successors, and/or assigns. All prior negotiations and agreements between Owner and Broker are incorporated in this Listing Agreement, which

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Owner's
Initials


Broker's
Initials

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

constitutes the entire contract. The terms of this Listing Agreement are intended by Owner and Broker as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous agreement. This Listing Agreement and any supplement, addendum, and/or modification may be executed in two (2) or more counterparts, all of which shall constitute one (1) and the same writing. The terms of this Listing Agreement may not be amended, modified, and/or altered except through written agreement signed by Owner and Broker. Any term or provision of this Listing Agreement that is found to be ambiguous will not be construed against the drafter. If any provision of this Listing Agreement is found to be invalid, void, unenforceable, and/or illegal for any reason, then any such provision will be construed and amended in a manner that would permit its enforcement, but in no event will any such provision and/or determination affect, impair, and/or invalidate any other provision of this Listing Agreement.

7. Attorneys' Fees and Court Costs

In the event that a dispute arises between Broker and Owner related in any way to this Listing Agreement and/or its subject matter, the prevailing party is entitled to recover from the non-prevailing party any and all court costs and reasonable attorneys' fees that the prevailing party incurs concerning any such dispute.

8. Miscellaneous

This Listing Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio. Any dispute that relates in any way to this Listing Agreement must be brought in a Common Pleas Court having venue within the State of Ohio. The terms and provisions of this Listing Agreement will survive the execution of any agreement for the sale and/or exchange of the Property. A photocopy, facsimile, and/or electronic signed image of this Listing Agreement and any exhibits, addenda, modifications, and/or amendments to this Listing Agreement shall be binding as if it was a signed original.

BY SIGNING BELOW, OWNER AND BROKER AGREE TO THE TERMS SET FORTH ABOVE AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS LISTING AGREEMENT.

OWNER:

LENGYEL ROBERT W & CONCAR GEORGETTE
MARIE

By: _____

Print Name: _____

Title: _____

Date: _____

BROKER:

CRESCO, LTD., an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

SALES AND/OR EXCHANGES

The Commission for the sale and/or exchange of the Property, or sale and/or exchange of any rights incident to the Property by any means, is 6% of the total consideration. The Commission for the sale and/or exchange of vacant land is 6% of the total consideration. Total consideration is the entire amount to be paid by the purchaser to the Owner for the Property, which total figure will include any mortgages, taxes, assessments, and/or encumbrances of any kind assumed by the purchaser. The Commission for a sale and/or exchange shall be payable in cash by no later than at closing.

LEASES/SUBLEASES

For the purposes of this Schedule of Real Estate Fees, the term "Lessor" shall include "Sublessor," the term "Lessee" shall include "Sublessee," and the term "Lease" shall include "Sublease" where appropriate.

UP TO 20 YEARS:

The Commission for a Lease (which term includes Sublease and Lease assignment) for a period up to and including 20 years, is 6% of the total consideration. Total gross rental consideration for a Lease is the actual cash amount paid or to be paid by the Lessee as rent plus the cash value of all obligations of the Lessor transferred to and assumed by the Lessee over the entire term of the Lease. Total gross rental consideration for a Sublease is the actual cash amount paid or to be paid by the Sublessee as rent plus the cash value of all obligations of the Sublessor transferred to and assumed by the Sublessee over the entire term of the Sublease. For a lease transaction up to 20 years, one-half (1/2) of the Commission shall be payable on the date the Lessee executes the lease, and the second one-half (1/2) of the Commission shall be payable when the Lessee takes occupancy of the Property.

LESS THAN 10 YEARS:

When the term of the original Lease is for less than ten years and the original Lease does not contain renewal or expansion options, if the Lessee either extends the term of occupancy beyond the stated term of the original Lease or leases additional space, an additional Commission computed as above shall be paid up to and including the tenth year of occupancy. For a lease transaction less than 10 years, one-half (1/2) of the Commission shall be payable on the date the Lessee executes the lease, and the second one-half (1/2) of the Commission shall be payable when the Lessee takes occupancy of the Property.

MONTH-TO-MONTH:

The Commission for procuring a Lease on a month-to-month basis shall be equal to 6% of the total gross rental consideration paid. The Lessor shall calculate and pay the Commission which shall be earned and due quarterly throughout the period of Lessee's occupancy.

PERCENTAGE LEASES:

A Commission shall be paid at the time of execution of the Lease, computed upon the aggregate minimum rental. An additional Commission computed as 6% of the additional rent due under the terms of the percentage Lease shall be paid concurrently with the collection of such additional rent.

EXPANSION, EXTENSION, AND/OR RENEWAL:

If Lessee renews or extends the Lease term, continues to lease space at the Property beyond the initial Lease term (whether by virtue of an option to renew contained within the Lease or through other negotiations subsequent to the execution of the original Lease between Lessee and Lessor or Lessor's successors or assigns), or expands the space leased by Lessee, then Lessor shall pay Broker an amount equal to 6% of the total consideration if in the judgment of the Owner the Broker was the procuring cause of the Renewal, which Commission payment must be made by Lessor to Broker once Lessee and Lessor agree to the renewal, expansion, and/or extension of the Lease.

PURCHASE OPTION AND RIGHTS OF REFUSAL:

Should the Lessee exercise a purchase option and/or any rights of refusal during the Lease term or during any extension, renewal, modification, and/or holdover of the Lease, the Commission for the sale shall be calculated based on 6% of the total consideration, less the Commission earned on any unexpired portion of the term of the Lease or any renewal thereof. For a sale transaction the Commission shall be paid in cash upon the closing of the sale of the Property.

CANCELLATION OPTION:

If the Lease provides that the Lessee may cancel the Lease for a portion of the initial term thereof, then the Commission shall be deemed payable only upon the uncancelable portion of such Lease term unless the Lessee is obligated to pay a cancellation penalty which includes the Commission for the balance of such Lease term, in which case the entire Commission shall be due at the time of Lease execution. At such time as the Lessee's right to cancel expires or is waived without being exercised, the Commission for the portion of the Lease term that could have been cancelled shall be payable to Broker, to the extent it has not already been paid, the day following the last day on which the Lessee may exercise such right to cancel or such earlier date as that right is waived.

LEASE TERMINATIONS:

If Broker negotiates a Lease termination for a Lessee (in connection with a Sublease or independent of a Sublease) for all or a portion of the Property, the Commission shall be 6% of the gross rental savings experienced by the Lessee. The gross rental savings equals scheduled gross rental consideration to be paid by the Lessee as rent plus the cash value of all obligations of the Lessor transferred to and/or assumed by the Lessee over the remaining Lease term, less any negotiated cancellation fee paid by the Lessee to the Lessor. This Commission shall be paid to Broker by the Lessee once the terms of the Lease termination are agreed to.

PROPERTY MANAGEMENT

The Commission for full service property management is 4% of gross rents paid by the Lessee occupying the Property. This Commission shall be paid monthly on the first day of each month.

NEW CONSTRUCTIONBUILD-TO-SUIT (SALE):

The Commission for procuring a new construction build-to-suit transaction is 3% of all construction/development costs attributed to improving the site or \$1.00 per square foot, whichever is greater, payable no later than the completion of the build-to-suit project. When the purchase of vacant, undeveloped land is part of the transaction, the purchase of the land is subject to the Commission under SALES AND/OR EXCHANGES section above.

BUILD-TO-SUIT (LEASE):

The Commission for procuring a build-to-suit Lease is the same as in the LEASES/SUBLEASES section above.

CO-BROKERAGE AND DUAL AGENCY

Notwithstanding all of the fee structures described above, in the event of a Co-brokerage transaction (including where the procuring cause is a Cresco, Ltd. licensee) and where the procuring licensee requests to be compensated in an amount greater than fifty percent (50%) of the Commission described on this Schedule of Real Estate Fees ("Override Fee"), then Owner may accept or reject the request for an Override Fee. In no event shall Broker be obligated to accept less than fifty percent (50%) of the Commission stated in this Schedule of Real Estate Fees when the purchaser, Lessee, and/or Sublessee is represented by another brokerage. If Broker is a dual agent and the parties are represented by different licensees of Broker for an in-company transaction, then each licensee for an in-company transaction will receive an equal percentage of the Commission.

In the event any part of a Commission remains unpaid for a period of thirty (30) days after any date which any such sum is due, then such sum shall bear interest at the rate of twelve percent (12%) per annum, compounded monthly from the due date until paid.

Rcv. 181011

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gs Owner's Initials	RJ Broker's Initials
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Attorneys at Law

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(1912-1978)

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November 18, 2020

CRESCO, LTD.
3 Summit Park Dr., Suite 200
Cleveland, Ohio 44131

Re: Permanent Parcels No. 0400028102173 & 0400028102174

Gentlemen:

The undersigned represents Georgette Marie Concar and Louise Luca, each owner of a one-third interest in subject property.

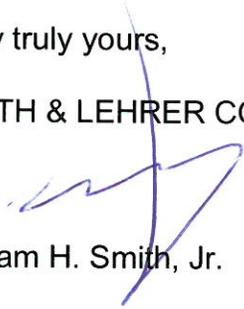
Enclosed please find the Listing Agreement signed by them.

Attorney Zack Dolyk represents the other one-third owner and his office advises that they have already sent you the same document signed by my clients' brother, Robert Lengyel.

Please confirm receipt of this communication and its enclosure.

Very truly yours,

SMITH & LEHRER CO., L.P.A.


William H. Smith, Jr.

WHSJR:sep
Enclosure