



EXCLUSIVE RIGHT-TO- LEASE LISTING AGREEMENT

In consideration of the listing for lease of the real property hereinafter described ("the Property") by **BANTA Property Group, LLC**, ("Broker"), and Broker's agreement to use its best efforts to lease the property, **International Pentecostal Holiness Church** ("Owner") hereby grants to Broker the exclusive right to lease the Property at a price of **\$12.00 per square foot (MG)** on terms that are acceptable and agreeable to the Owner.

The Property is situated in the City of **Bethany**, County of **Oklahoma** State of **Oklahoma**, known as **7440 NW 39th Expressway, Bethany, OK** and is further described as follows:

Legal Description: UNPLTD PT SEC 17 12N 4W 000 000 PT SE4 SEC 17 12N 4W BEG 2110FT N OF SW/C SE4 TH SELY864.52FT S559.02FT E560.63FT N396.14FT W34.86FT N495.07FT TO S R/W OF 39TH EXPWY TH NWLY 1344.62FT S370FT TO BEG EX A TR CONT.6665ACRS MORE OR LESS BEG 30FT E & 2469.41FT N & 1195.54FTSELY FROM SW/C SE4 SUBJ TO ESMTS OF RECORD, Oklahoma County, Oklahoma that contains a commercial building with approximately 2,040 square feet and is referenced as Account #R173829000 with the Oklahoma County Assessor.

1. This Listing Agreement shall be in force for a period commencing **November 15, 2024**, and ending midnight **May 31, 2025** ("the Term"). At the end of the Term, this Listing Agreement shall continue on a month-to-month basis until terminated in writing by either party providing a thirty-day written notice of termination to the other party.
2. Owner agrees to pay Broker a lease commission equal to **six percent (6%)** of the gross lease value. This commission shall be deemed earned at the time the lease is executed by all parties and shall be paid to the Broker at the time of lease execution.
3. In the event an option to extend the lease is granted in the lease agreement and the tenant exercises such option to extend, Owner shall also pay Broker a lease commission equal to **six percent (6%)** of the gross lease value at the time that such option is exercised.
4. Owner further agrees that Owner shall pay Broker the aforementioned commission if within 120 days after the termination date of this Listing Agreement, the Property is leased to, or negotiations commence and thereafter continue leading to a lease of the Property to, any person or entity to whom Broker has submitted the Property prior to the termination date of this Listing Agreement in an effort to lease the Property. Broker agrees to submit a list of such persons or entities to Owner no later than 30 days following the termination date of this Listing Agreement, provided, however, if Broker

has submitted a written offer then it shall not be necessary to include that name on the list.

5. It is understood that it is illegal for either Owner or Broker to refuse to lease the Property to any person because of race, color, religion, national origin, gender, marital status or physical disability.
6. Owner agrees to cooperate with Broker in bringing about a lease of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective tenant. Broker is further authorized to advertise the Property and to place a "For Lease" sign or signs on the Property if, in Broker's opinion, such would facilitate the lease of the Property.
7. Owner agrees to hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owner, or from any material fact known by Owner concerning the Property which Owner fails to disclose. Owner represents it is the Owner of the Property.
8. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon the heirs, successors or assignees of the parties.

ACCEPTED:

OWNER: International Pentecostal Holiness Church

BY:

Terry Lowder

TITLE: Operations

DATE: November 14, 2024

PHONE: (405) 226-3042

EMAIL: tlowder@iphc.org

BROKER: BANTA Property Group, LLC

BY:


Greg C. Banta

TITLE: Managing Broker

DATE: November 14, 2024

PHONE: 405-840-1600

EMAIL: greg@bantapropertygroup.com

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO LANDLORD OR TENANT OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Property Management Agreement
Lease/Rental Agreement

1. Duties and Responsibilities. A Broker who provides brokerage services to one or both Parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the Party or Parties signing a contract to sell, purchase, lease, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one Party, or working with both Parties:

- A. treat all Parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a Party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any Party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the Party for whom the Broker is providing brokerage services when an offer is made that the Party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
D. keep the Party for whom the Broker is providing brokerage services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a Party or prospective Party confidential.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one Party or both Parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both Parties.

2. Brokerage Services provided to both Parties to the transaction. The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both Parties to the transaction.

3. Broker providing fewer services. If a Broker intends to provide fewer brokerage services than those required to complete a transaction, the Broker shall provide written disclosure to the Party for whom the Broker is providing services.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each Party in a separate provision, incorporated in or attached to the contract to sell, purchase, lease, option or exchange real estate.

I understand and acknowledge that I have received this notice on 14 day of November, 2024.

(Print Name) Terry Lowder (Signature)

(Print Name) (Signature)