



2121 General Pershing Blvd.

Commercial/Business Listing Agreement

In consideration of the Broker named below using its best efforts to find a purchaser (or lessee) for property described below, the undersigned, hereinafter referred to as Owner does hereby grant the Broker a RIGHT TO SELL, (or Lease) for the period commencing,

May 15, 2024 and ending at midnight December 15, 2024

1. Property Address: 2121 General Pershing Blvd. OKC, OK 73107 referred to in this agreement is described as, and [X DOES NOT] include the conveyance of mineral interests in and under such real estate, if any. LAND Unpltd Pt Sec 31 12N 3W Block 000 Lot 000 (3.2Acres 12,610 Sq Ft Building)

Full Legal Description: Unpltd Pt Sec 31 12N 3W 000 000 Pt SE4 Sec 31 12N 3W Beg 1574.53Ft N & 915.60Ft & 300.20Ft NE & 202.02Ft NE & E281.38Ft & 432.73Ft N of SE/C SE4 TH N47.27Ft NW218.06Ft TH On Curve To Left 205.93Ft NW183.50Ft S409.42Ft E424.02Ft to Beg

2. Listing Price (check as applicable)

a) Owner lists the property for \$5,550,000.00 Million (Five Million Five Hundred Fifty Thousand Dollars & 0/100), (the "Sale Listing Price") and agrees to sell the Property for the Sale Listing Price or any other price and terms acceptable to Owner, cash at closing. Owner understands that certain expenses will be incurred in the sale including abstracting and title fees.

3. Broker Defined: The term "Broker" includes any broker associate, sales associate or provisional sales associate who is authorized to sign this Agreement on behalf of the Broker

a) All negotiations are to be through Broker, and as such Owner will refer all inquiries concerning the property to Broker.

4. Real Estate Commission: The undersigned Owner, or its agent, does hereby agree to pay a real estate commission of 7 percent (7%) of the selling price if:

- a) The subject property is sold during the term of this agreement.
- b) A satisfactory purchaser is procured who is ready, willing, and able to buy said property on terms as specified herein. c) If property is sold, or negotiations are completed, within 90 days after expiration of this agreement or any extension thereof, to any person or entity to whom Broker has submitted the property. However, Broker must have registered the individual or entity either during the term of this agreement or extension within 15 days after the expiration.

5. Owner Representations: that it is the owner of record for said property, has legal authority to execute this listing, that there is no other entity with any right to purchase, that the property is not subject to special assessments, liens or judicial action. Owner agrees to hold Broker harmless from any liability or damages arising from any incorrect information supplied by Owner or any information which Owner fails to supply.

6. Owner Authorizations to Broker: To facilitate the SALE of the property, Owner authorizes Broker to:

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

- a) Make and use photographs or other electronic images of the property
- c) Disseminate the information about the property, to receive assistance from and offer compensation to other brokers, and to provide services to the buyer as a broker
- d) Have Seller approved showing access to the Property after close of business hours to show the Property to any prospective approved buyers, inspectors, appraisers, or other buyer representatives. No Signage.
- e) Accept earnest money and deposit the earnest money in trust in accordance with the terms of contract for the Sale of the Property.
- f) Online national marketing to include Commercial and Online marketing sites___: (Check as applicable)
 - X Owner authorizes Broker to place listing information about the Property/Business on the Internet either directly through a program of the State MLS, and commercial marketing listing sites.
 - Upon the closing of a Sale of the Property, to submit information about the Property, sales price of the Property, and contract terms to publication to subscribers for market evaluation or appraisal purposes (any information or data, including information about a Sale, becomes the property of the named BizBuy, Costar, Loopnet for all purposes)

7. Acknowledgments, Confirmation of Disclosures and Addenda

V1.3 Commercial Listing Agreement

a) **Addenda.** Addenda and other related documents which are part of this Listing Agreement for which Owner acknowledges receipt, are: Property Exhibits: Bills Pavement Maintenance 1.5 Million , Mike's Investment Property 3,500,000.00, and Full Asset List\$550,000.00

8. IRC 1031 tax deferred exchange

In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost of liability to the other Party. However, any warranties that may be expressed in this contract shall remain and remain and be enforceable between the Parties executing this document.

9. Owner acknowledges receipt of a copy of this listing: This agreement shall be binding on Owner's heirs, executors, administrators, successors and assigns, and it is agreed that this listing may be not assigned by Broker.

- a) Commission is to be paid in full at completion, closing or execution of said transaction.
- b) Owner authorizes Broker to disburse any portion of the commission received from the transaction to the co-operating brokers for the buyer.
- c) Owner authorizes Broker to facilitate principal property owner's real estate transaction and mandatory paperwork to be completed, Agent responsibilities to get the transaction closed, and authority to provide necessary duties to transact business pertaining to the owner's real estate.

10. Consent to Release: Loan Estimate and Closing Disclosure, Personal and/or Private Information: Waiver and Release. (Initial if accepted) _____ Seller hereby requests and authorizes any person, employer, or agent of the lending institution, financial institution, business, closing company, title company, realtor or broker involved in this transaction to furnish full disclosure of any Loan Estimate and/or Closing Disclosure provided, including any and all public or private information contained within the said documents, including loan payoff information, to the Realtors, Real Estate agents, brokers, buyers, sellers, closing company or title company, provided that personal information obtained through Loan or Closing Disclosures may only be used as it related to the transaction, and disclosure of non-public information obtained will only be disclosed to nonaffiliated third parties as permitted by the laws of the State of Oklahoma and the United States of America. I agree to waive any right of action against any person or organization providing information or opinions in compliance with this authorization.

11. "As Is" Property Status (Initial if this clause is part of the agreement): Exempt

_____ Seller, Seller's Agents, Broker(s) and their sales associates are making no representation or warranty concerning the past or present condition of the property or any improvements, components, fixtures, equipment or appliances in or on the Property. Buyer is purchasing the property in its present condition subject to any latent and patent, known or unknown defects.

12. Mediation: The parties agree to negotiate in good faith in any effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation.


13. Special Provisions:

Executed by Owner this 15th Day of May 2024

Owner's Phone: (405) 210-6497

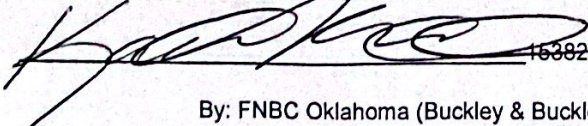
Owner's Address: 2121 General Pershing Blvd. Oklahoma City, OK 73107-6977

Owner : Mike's Investments LLC/Bill's Pavement Maintenance



Date: May 15, 2024

Executed by Broker this 15th day of May, 2024. Managing Broker: Katrina Raether



163826 Date: May 15, 2024

By: FNBC Oklahoma (Buckley & Buckley LLC) 3855 S. Boulevard Ste 200 Edmond, OK 73013

Cell: 405-639-8961 Office: 405-526-3622

kat@katraether.com