

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE

Desert Valley Church, (SUBLESSOR), hereby grants to SHELL COMMERCIAL ("BROKER"), the exclusive right to sublease the subject PROPERTY, commencing **September 16, 2021**. The subject PROPERTY is located in the City of Scottsdale, County of Maricopa, commonly known as **7575 E Redfield Road, #101, Scottsdale, AZ 85260** (PROPERTY), and having approximately **9,429±** square feet of space.

RECITALS

A. SUBLESSOR leases the PROPERTY, and desires to procure BROKER's services to assist with and facilitate SUBLESSOR'S subleasing efforts.

B. BROKER is a real estate brokerage organization duly licensed in the State of Arizona and BROKER desires the opportunity to list the PROPERTY for sublease.

NOW, THEREFORE, for valuable consideration, including the mutual covenants and conditions set forth in this Agreement, SUBLESSOR and BROKER hereby agree as follows:

AGREEMENTS

1. Employment. SUBLESSOR hereby employs BROKER as its sole and exclusive agent for the term of this Agreement to negotiate a sublease of the PROPERTY for a lease rate of **\$0.50 per square foot per month, Modified Gross**, and terms as may be acceptable to SUBLESSOR and MASTER LESSOR. SUBLESSOR acknowledges that BROKER, in some cases, may represent prospective sublessees. SUBLESSOR desires that the PROPERTY be presented to as many persons or entities as possible and, therefore, hereby consents to the presentation of the PROPERTY to such persons or entities and consents further to any dual representation created thereby. SUBLESSOR shall identify to BROKER, in writing, any communications or information provided to BROKER that SUBLESSOR considers "confidential" and desires not to be disclosed by BROKER. BROKER shall also have the right not to disclose to SUBLESSOR any conversations or writings which are identified as confidential by parties whom BROKER represents pursuant to the dual representation authorization established by this Agreement. All other communication and information provided by SUBLESSOR to BROKER may be disclosed by BROKER as BROKER may deem appropriate or necessary to effectuate a Transaction.

2. Term. The term of this Agreement shall commence on the effective date of the Agreement and shall continue thereafter for a period of **six (6) months** (the "Listing Period"), which shall automatically renew on a month-to-month basis unless canceled in writing, with a **thirty (30) day written notice to the other Party**.

3. Terms of Lease Agreement. BROKER is authorized to solicit offers for the PROPERTY at the rates set forth in paragraph 1 above or such other subleasing rates as may be determined by SUBLESSOR from time to time; provided, however, that BROKER shall promptly submit to SUBLESSOR all written offers to lease the PROPERTY.

a) Upon a fully executed sublease between SUBLESSOR and tenant, SUBLESSOR shall pay a commission equal to four percent (4%) of the total aggregate value of the Sublease to Shell Commercial. If an outside procuring BROKER represents Subtenant, SUBLESSOR shall pay a commission equal to six percent (6%), of which three percent (3%) shall go to the procuring BROKER, and three percent (3%) to Shell Commercial.

b) In the event the outside procuring broker requires a commission fee exceeding three percent (3%) of the total aggregate value of the sublease and SUBLESSOR accepts these

terms, SUBLESSOR agrees to pay the extra percentage, and the extra percentage shall not reduce Shell Commercial's three percent (3%) portion.

c) In the event any licensed real estate agent representing Shell Commercial other than John Quatrini and Suzanne Enright procures a sublease on behalf of a subtenant, total commission of six percent (6%) shall be paid to Shell Commercial, upon full execution of a lease.

BROKER shall make every attempt to have a new Subtenant execute a new sublease between said SUBLESSOR and MASTER LESSOR, provided MASTER LESSOR agrees to such. SUBLESSOR shall be responsible for leasing commissions through the Sublease period only and BROKER shall look to MASTER LESSOR for any commissions owing beyond this date.

4. Registration List. Within thirty (30) days after the expiration of the Listing Period, BROKER shall provide to SUBLESSOR a registration list of all individuals and entities with whom BROKER negotiated or to whom BROKER submitted the PROPERTY during the Listing Period (the "Registration List"). If, within one hundred twenty (120) days (the "Registration Period") after expiration of the Listing Period, SUBLESSOR enters into a lease, sale or other agreement with a person shown on the Registration List, for which BROKER would have been entitled to a commission under this Agreement if had such agreement or contract been executed during the Listing Period, the lease or other agreement shall be deemed to have been entered into during the Listing Period and the provisions of Paragraph 6 shall apply.

5. Functions and Duties of BROKER.

(a) BROKER shall plan and administer all activities related to the marketing of the PROPERTY, subject at all times to the direction and approval of SUBLESSOR and MASTER LESSOR. These activities shall include, among other things, cooperation with all other organizations and individuals performing functions for the PROPERTY so as to coordinate marketing requirements with all applicable planning considerations.

(b) BROKER shall report the status of its activities concerning the PROPERTY to SUBLESSOR on a reasonable periodic basis.

(c) BROKER shall use reasonable diligence to obtain lease proposals for SUBLESSOR's consideration and acceptance. In performing this function, BROKER may (but shall not be obligated to), among other things, advertise the PROPERTY and conduct a direct canvass of potential prospects and may follow up directly with each such potential prospect to solicit offers and evaluate the prospect's interest in the PROPERTY. BROKER may also solicit cooperative support from other real estate BROKERS and brokerage organizations, provided, however, that SUBLESSOR shall not be obligated to any third-party commissions in addition to those payable to BROKER under this Agreement, and BROKER shall indemnify and hold SUBLESSOR harmless from and against payment or claims for payment of any such commissions to third parties to the extent such payments or claims arise from the conduct of Buyer.

(d) BROKER shall have the authority to erect one or more signs on the PROPERTY including general identification signs and appropriate "For Lease, for Sale or Available" signs. Any such sign shall list BROKER as the agent for SUBLESSOR. All such signs shall comply with the requirements of any applicable statutes, ordinances and recorded restrictions affecting the PROPERTY.

(e) BROKER is authorized to accept a deposit from any prospective tenant of the PROPERTY as long as the prospective Subtenant is given clear notice by BROKER that any agreement for Sublease or other agreement for conveyance of the PROPERTY is not binding on SUBLESSOR until and unless SUBLESSOR approves and executes such a lease or agreement.

6. BROKER Warranties. BROKER represents and warrants to SUBLESSOR that:

(a) BROKER will maintain its Arizona brokerage license in full force and effect and in good standing throughout the Listing Period and the Registration Period;

(b) BROKER will comply with all applicable laws, rules and regulations; and

(c) The individual signing of this Agreement on behalf of BROKER warrants that he has authority to bind BROKER to this Agreement.

7. General. This Agreement is governed by Arizona law. In the event of any legal action rising out of this Agreement, the collection of sums due to BROKER under this Agreement or the performance or non-performance of BROKER's obligations hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees. Neither party shall be entitled to assign its interest under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the listing of the PROPERTY, and no provision hereof can be waived or modified except in writing signed by the party against whom enforcement of the waiver or modification is sought.

**SUBLESSOR:
DESERT VALLEY CHURCH**

By:  _____
Joshua Pinkston

Its: **Pastor**

Date: **9/19/21** _____

**BROKER:
SHELL COMMERCIAL**

By:  _____
John Quatrini

Its: Acting Designated Broker

Date: **9/21/21** _____