

NON-EXCLUSIVE LEASING AGREEMENT

In consideration of Broker's efforts to secure a lessee for the Premises and other good and valuable consideration the receipt of which is hereby acknowledged, Lessor does hereby give Broker the non-exclusive right for the term of this Agreement to offer for lease, to advertise, to place "For Rent" signs thereon, as appropriate, where permitted by law, and to lease the Premises upon such terms and conditions as Lessor may agree to accept, in accordance with the following terms and conditions:

1. DEFINITIONS. Each of the following terms shall be defined for purposes of this Agreement as follows:

Broker: State Street Properties Chicago, LLC
1332 North Halsted Street, Chicago, Illinois 60642

Lessor: _____

Premises: _____, Chicago, Illinois, Apt. # _____

Term: _____, (the "Commencement Date") to
_____, (the "Termination Date")

Rental: The Premises for lease shall be marketed at _____ per month.

2. DUTIES.

- (a) Broker shall use its best efforts to procure and negotiate leases for the Premises in accordance with Lessor's instructions and subject to Lessor's final approval.
- (b) Subject to Lessor's approval and at Lessor's expense, Broker may advertise the premises, prepare renting plans and advertising, and prepare and secure signage.
- (c) Broker shall submit to Lessor for final approval and execution all new leases for the Premises negotiated by the Broker and/or cooperating real estate broker. Leases are to be drawn on a form approved by Lessor and signed by the Lessee before submitting to the Lessor for final approval. No lease shall become binding until executed by Lessor.

3. BROKER'S COMPENSATION.

- (a) Lessor agrees to pay Broker an amount equal to one month's rent for obtaining a qualified tenant for the Premises, said fee to be due upon execution of the lease by a tenant acceptable to Lessor and payment of rent and security deposit as required by Lessor. Owner authorizes Broker to accept said initial sums, to withhold Broker's fee and to deliver the balance to Lessor. Lessor shall collect all subsequent rents.
- (b) Broker's fee shall be deemed earned, due and payable when any prospective tenant to whom the Premises was shown by Broker rents the apartment within 60 days after the showing.
- (c) In the event the tenant purchases the apartment during the term of his or her lease or any extension thereof or within six months following termination of the lease or any extension thereof, Lessor shall pay to State Street Properties, as compensation for procuring the purchaser, an amount equal to Five Percent (5%) of the purchase price. The commission shall be due upon closing.

4. ADDITIONAL PROVISIONS.

(a) The Lessor hereby warrants and represents that it is the owner of the Premises and has the power to enter into and execute a lease for said premises.

(b) It is illegal for either the Lessor or Broker to refuse to display or to rent or lease to any person because of their race, color, religion, national origin, sex or physical disability.

(c) This Agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns, and may not be changed orally but only by a writing signed by the parties hereto.

(d) The Lessor hereby agrees to indemnify, defend and hold harmless Broker and its officers, agents and employees for any and all claims, disputes, actions, litigation, judgments, costs, expenses and legal fees arising from or related to (i) any failure by Lessor to disclose to Broker any material defect, and/or damage to the Premises herein described, whether patent or latent; (ii) any misrepresentation by Lessor or other incorrect information supplied by Lessor with respect to the Premises; or (iii) any dispute between Lessor and Lessee or any third party (including, but not limited to, disputes as to the disposition of any deposits held by Broker or any disputes that may arise based on an agency relationship between Broker and Lessor). Broker hereby provides mutual indemnification to Lessor for any misrepresentation by Broker.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and have affixed their seals hereunto the day and year first above written.

Date: _____

Lessor: _____

By: _____

Agreed and accepted this _____ day of _____, 20_____

STATE STREET PROPERTIES, LLC

By: _____