Leasing Addendum to Merritt Realty Listing Agreement

Addendum to Listing Agreement between _____ hereinafter referred to as Owner and Merritt Realty Corporation hereinafter referred to as Broker and the property located at _____ hereinafter referred to as the Property.

Whereas the terms and conditions delineated herein this Addendum shall supersede those defined within the body of the Listing Agreement and should any of the terms and or conditions of this Addendum conflict with those of the Listing Agreement, said terms and or conditions of this Addendum shall prevail.

Broker and Owner agree that should Broker procure a Tenant to lease the Property or any portion thereof, Owner shall pay commission to Broker as follows:

The total commission shall be equal to _____ % of the aggregated total of the base or gross rents, depending on what is being escalated within the lease, for the initial term of the lease up to _____ years ___ including any renewals at a commission rate of _____% for a period up to _____ years each. Commissions for renewals are paid in full at the time of the renewal.

In no event shall a total commission due broker be less than one month's _____ gross _ rent payment or $_____.00 the greater of the two.

All commission shall be due 50% at the time of lease execution and the balance when the Tenant opens for business. For lease deals with third party brokers, Broker shall offer as co-brokerage up to 50% of the commission due Broker. Any co-brokerage requirement that exceeds 50% of the pre agreed commission amounts shall be the responsibility of the Owner. For lease deals without co-brokerage, Broker agrees to discount percentage based commissions by _____ percentage points.

Any lease(s) procured by Broker shall provide that should any part of the Commission not be paid within thirty (30) days from its due date, Broker may notify Tenant of Owner's non-payment and Tenant shall have the right to pay the unpaid commission amount directly to Broker as an offset against any rent due under the Lease(s) and this Addendum.

Signatures by the Parties indicate acceptance of all the terms and conditions of this Addendum.

Date _____ Date _____

_____ _____

OWNER BROKER