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:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

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