

SUMMARY OF PROPOSED LEASING AGREEMENT

WHY CHICAGOBROKER.COM?

Since 1991, ChicagoBroker.com Inc. has been assisting Chicago area users of commercial real estate to make better leasing and purchase decisions. Our independent and seasoned commercial agents come from a wide array of commercial real estate backgrounds and many started their careers working with the countries largest commercial real estate brokerages, managers and developers.

We bring our combined experience, network and market knowledge to bear for each of our leasing and disposition assignments. ChicagoBroker.com Inc. has built its marketing plan on successes, proven methods and case studies that work in real life. We know that our unique value to brokering your property is our dedication to client service. As a client of Chicagobroker.com, you will continuously be kept abreast of what potential clients are saying about your property, their interests and needs, and how we can complete a successful transaction.

OVERVIEW OF MARKETING PLAN

- Type of Agreement: Exclusive Leasing Agreement
- Term of agreement: ____ months
- Designated Agents: _____
- Services Included:
 1. Assist owner in determining the asking rental rate, tenant improvement allowance, broker compensation and any other concessions necessary to lease the space.
 2. Assist owner in selecting a project architect, contractor and building standard finishes for the project.
 3. Prepare electronic property marketing brochure with pictures of property, floor plans of available suites, maps and other pertinent information.
 4. Post marketing brochure on ChicagoBroker.com website so brokers and prospective tenants can freely access the information as needed 24/7/365.
 5. List property in the major commercial databases to which ChicagoBroker.com Inc. subscribes.
 - CO/STAR
 - LOOP NET
 - MLSNI
 - Commercial Source
 - Property Line
 - Acre Scout
 - CIMLS
 - Commercial Realtor
 - ROFO
 - Building Search
 - Space For Lease
 - Commercial IQ
 - REALTOR.COM
 - CORPORATE CONNECTION
 - Go Fish Commercial
 6. Send out e-mail blasts to area brokers active in commercial real estate that may represent tenants seeking space in the project.

7. Send out e-mail blasts to brokers and corporate real estate decision makers nationwide that may be interested in space in the project.
 8. Canvas the area and cold call competing properties for tenants.
 9. Call on select companies nationwide to determine if they have an interest in leasing space in the property.
 10. Attend local chamber of commerce and business groups to promote the property and solicit interest from prospective tenants.
 11. Follow up with brokers and prospective tenants that express an interest in the property and schedule property tours.
 12. Develop lease proposal and financial analysis templates that can be used to quickly generate proposals to interested parties. All proposals and financial models will be approved by owner in advance.
 13. Negotiate the business terms and provide the owner with a letter of intent that their attorney can use to prepare a lease.
 14. Assist owner in negotiating the final lease.
 15. Work with project architect and contractors to ensure that the premises are constructed in accordance with the lease.
 16. Assist the owner to facilitate the tenant's occupancy in the project.
 17. Reporting: we will continuously update ownership on changes in market inventory, market conditions, broker incentives and leasing activity in the property. We will also keep accurate records of prospects generated, presentations made and offers received. We will advise you of any changes you might want to make to the property, in order to increase its marketability for leasing prospects.
- Marketing Budget Requested:

Initially, none, however we may request that the owner provide funds for signage, print advertising, mailings, broker promotions and other marketing expenses that are approved by owner in advance.
 - Additional Services:

At owner's request, ChicagoBroker.com, will engage outside consultants to prepare demographic and psychographic analysis of the property in order to better target prospective tenants for the project. Said costs for this analysis will be paid by the owner and subject to owner's approval.
 - Commission structure: \$_____ per rentable square foot for each year in the lease term.
 - Cooperating brokers: In the event that a cooperating broker procures a tenant for the property, the commission shall be multiplied by 150% and divided between the brokerage companies evenly.

EXCLUSIVE LEASING AGREEMENT

Tuesday, December 07, 2010

The undersigned, _____, hereinafter called "Owner," has the right, title and authority to lease the following described property, _____ ("Property") and agrees to do so under the following terms: lease price: \$ _____ .00 per square foot, or such lesser price as Owner may agree to accept.

In consideration of the agreement of ChicagoBroker.com Inc. ("Agent") to use its best effort to lease the Property, Owner hereby appoints Agent as the exclusive Agent and grants Agent the exclusive right to lease the Property during the period from _____ through _____. Agent agrees to list the Property with other commercial real estate brokers and in the listing database that Agent subscribes to. Owner agrees to cooperate fully with Agent, to refer all inquiries to Agent and to conduct all negotiations through Agent.

In the event the Property is leased through the efforts of Agent, or if Agent procures a ready, willing and able individual or entity to lease the Property, or in the event the Property is leased by Owner or anyone else while this Agreement is in full force and effect, Owner agrees to pay Agent a commission in accordance with the schedule contained in this document.

Said commission shall be paid at the time of the closing of the Property or, at the time a lease is fully signed, tenant has taken possession and paid Security Deposit and first month's rent, or in the event Agent procures a credit worthy, ready, willing and able individual or entity to lease the Property, at the time of such refusal by Owner. If within 180 days after the termination or expiration of the Term of Agreement: (a) the Property is leased to a person or party whom Agent has submitted the Property prior to the termination or expiration of the Term of the Agreement; (b) the Property is leased to such person or party, or (c) negotiations continue, commence or resume and thereafter continue and lead to either of the foregoing events, Agent is to receive a fee in accordance with this agreement.

Owner authorizes Agent to place a sign on the Property. Agent's sole duty is to effect a lease of the Property, and Agent is not charged with custody of the Property, its management, maintenance, upkeep or repair provided, however, nothing herein contained shall prohibit Agent from entering the Property of the purpose of showing it to prospective Lessees during normal business hours.

Subject to Owner's prior written approval, Owner agrees to reimburse Agent for advertising and promotional costs and expenses incurred under this agreement, provided such costs and expenses shall not exceed \$ _____.

COMMISSION SCHEDULE

LEASES: \$ _____ per rentable square foot for each year in the lease term.

OPTION TO BUY

In the event a Lease with an option to buy is executed, the stated Lease commission will be due upon the signing of the lease. In the event the option to buy is exercised, then the sales commission will be according to the schedule below, less any unamortized lease commission, will be due at closing.

COMMISSION OVERRIDE

In the event the Tenant is represented by an outside broker, agent shall receive an override commission equal to 150% of the amounts detailed in the commission schedule and the total commission shall be divided between the brokers evenly.

The outside broker shall be offered a commission equal to the commission calculation described above. In the event that outside broker requests a commission that is greater than the commission described above, then agent shall have outside broker present their request in writing and said request must be approved by owner in writing in order to be acceptable.

COMMISSION ON SALE

In the event that the property is sold, or a contract for sale is executed by the owner, during the term of the listing agreement, or in the 180 days following the termination of the agreement, Agent shall be entitled to receive at closing, a commission equal to ____% of the total sales price. If there is a cooperating broker representing the buyer in the transaction, the Agent shall pay one-half of the sale commission received, to the cooperating broker at closing. In the event that there are ongoing negotiations and discussions with a prospective buyer after the termination of this agreement and the 180 day period, then Agent shall be entitled to receive the full sales commission if the prospective buyer purchases the property after the 180 days.

This Agreement shall be binding upon and insure to the benefit of Owner and Agent and their respective successors and assigns.

ANTI-DISCRIMINATION CLAUSE

It is illegal for either the owner or the broker to refuse to display or sell to any person because of one's membership in a protected class, e. g: race, color, religion, national origin, gender, ancestry, age, marital status, physical or mental disability, family status or any other class protected by Article 3 of the Illinois Human Rights Act.

DISCLOSURE AND CONSENT TO DUAL AGENCY

ChicagoBroker.com Inc. a licensed real estate broker in the State of Illinois ("Licensee"), may undertake a dual representation (i.e. representing both the Owner or Property owner and the Buyer or Tenant) for the sale or lease of the Property. The undersigned acknowledge (s) being informed of the possibility of this type of representation.

Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the parties as to a final contract price and other terms is a result of negotiations between the parties acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the Owner or property owner.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold, so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENT WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price the Owner or property owner will take other than the listing price, without permission of the Owner or property owner.
3. The price the buyer or tenant is willing to pay, without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the Owner or property owner should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.



By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the Owner or property owner and the buyer or tenant) should that become necessary.

Prior to entering into any lease/sale contract or other document effecting a disposition of the Property, Principal will execute a separate confirmation, which states as follows:

"The undersigned confirm that they have previously consented to ChicagoBroker.com Inc. ("Licensee") acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting Dual Agent in regard to the transaction referred to in this document."

Owner:	CHICAGOBROKER.COM INC.
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	Steven R. Goldstein, Principal

Address for Notice to Owner:

Name	
Address	
Tel & Fax:	
Email:	