

## Exclusive Right to Lease Contract (Listing Agreement)

1. This "Exclusive Right to Lease Contract (Listing Agreement)" (this "Contract") is entered into by and between SVN Landmark Commercial Real Estate, LLC ("Broker"), and Deluxe Properties LLC ("Owner"), effective as of June 09/04/2024 (the "Effective Date"). In consideration of the services to be performed by Broker and the commission to be paid Owner, the parties agree that the Broker shall have the exclusive right to market for lease that portion of Owner's commercial property (real estate unimproved, real estate improved) located within the commercial development (the "Project") located at 3809 E State St, Rockford IL (the "Property"), upon the following terms and conditions.

Property Address:	<u>1.21 Acres located at 3809 E State St, Rockford IL</u>
	<u>Parcel ID's - 12-29-102-002</u>
List Price:	<u>\$895,000 (Sale)</u>
	<u>\$1.75/sf (Ground Lease)</u>
	<u>Negotiable (Build-to-suit)</u>
Marketing Period:	<u>12 months</u>

If during the term of this contract, if Owner enters into a contract for a ground lease or a "build-to-suit" lease of the Property, the commission shall be Six percent (6%) of the total Scheduled Rents for the first ten (10) years plus **Three** percent (3.0%) of the Scheduled Rents for the next (10) years of the initial lease term. In all instances where there is a Lessee's agent, Broker shall split the foregoing commissions with Lessee's agent. No commission shall be due in respect of (i) the term of any lease in excess of the periods set forth above, (ii) in respect of any renewal periods. "Scheduled Rent" shall mean the total triple net ("NNN") base rent that the tenant is scheduled to pay to Owner without offset or abatement pursuant to the terms of the lease.

If during the term of this contract, if Owner enters into a contract for the lease, which is not a ground lease or a "build-to-suit" lease, of the Property at any price and upon any terms to which Owner consents, Owner shall be obligated to pay Broker a commission of **six** percent (6%) of the total Scheduled Rents for the initial lease term.

Half (50%) of the commission is to be paid at such time as a Lessee and Owner sign a non-contingent Lease. The balance will be due upon paid non-contingent occupancy. If the Lease contains contingencies precedent to the commencement of the Lease or occupancy of the premises by the tenant, the commission will not be paid until and unless the contingencies have been removed or satisfied.

If during the term of this contract, the Broker obtains an offer to purchase the property as defined above from a ready, willing, and able buyer at the marketing price, or if the Seller enters into a contract for the sale/exchange of the property at any price and upon any terms to which Seller consents, Seller shall be obligated to pay Broker a sales commission of Six percent (6 %) of the total purchase, sale or exchange price.

The full commission for is to be paid at closing o, which in the case of a sale or contract for deed, shall be at the time Buyer and Seller execute the initial contract or agreement for deed. Any future consideration used as part of the agreed price shall be used to determine commissions due.

2. Owner agrees that a commission under this Contract shall be paid to Broker if the Property is leased by the Owner within a protection period of **One Hundred Twenty (120)** days following the term of this Contract or any extensions thereof, or the earlier termination of this Contract, to any tenant with respect to which both: (i) an Owner's Designated Agent presented the Property; and (ii) with whom active negotiations occurred during the term of this Contract which negotiations were active not more than 120 days prior to the termination of this Contract and actively continued within such protection period.
3. In the event a lease is entered into and Lessee defaults without fault on the Owner's part, Broker will waive the commission, and this Contract shall be continued from the date of default through the date provided in Paragraph 1. Should Owner default on any contract for the lease or exchange of the Property without fault on the Lessee's part, any commission owed under this contract shall become payable immediately.
4. Broker designates Joel Miller, CCIM & Jeff Cadwallader (Owner's Designated Agent), sales associate(s) affiliated with the Broker as the only legal agent(s) of the Owner. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Owner shall be informed in writing within a reasonable amount of time. Owner's Designated Agent will be primarily responsible for the direct marketing and lease of Owner's Property.
5. Owner agrees that for the purpose of marketing the Property, Broker may choose to place the Property in various internet websites as Broker selects and selected e-mail services Broker deems valuable. The Owner will reimburse the Broker Waived for any pre-approved expenses to cover the cost of special printing, mailings, advertising, etc.

6. Owner has been informed that potential Lessees may elect to employ the services of a licensed real estate broker or sales associate as their own agent (Lessee's agent).
7. Broker is authorized to show the Property to prospective Lessees represented by Lessee's agents, and Broker will pay an equal portion of the above commission to Lessee's agent or other cooperating agents.
8. Owner understands that the Broker and/or Designated Agent may have previously represented Lessee who is interested in the Property. During that representation, Broker and/or Designated Agent may have learned material information about the Lessee that is considered confidential. Under law, neither Broker nor Designated Agent may disclose any such confidential information to you even though the Broker and/or Designated Agent now represent you as Owner.
9. Owner understands and agrees that other sales associates affiliated with Broker, other than Owner's Designated Agent(s), may represent the actual or prospective Lessee of Owner's Property. Further, Owner understands and agrees that if the Property is leased through the efforts of a sales associate affiliated with Broker who represents the Lessee, the other sales associate affiliated with the Broker will be acting as a Lessee's Designated Agent.

- a) **Possible Dual Agency:** The Broker and/or Owner's Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual representation (representing both the Owner and Lessee) for the Leasing of the Property. The undersigned acknowledges they were 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 client's 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 clients as to a final Lease and other terms is a result of negotiations between clients 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 document in this transaction.

- b) **What a Licensee can do for clients when acting as a dual agent;**

- i. Treat all clients honestly
- ii. Provide information about the property to the Lessee
- iii. Disclose all latent material defects in the property that are known to licensee
- iv. Disclose financial qualifications of the Lessee to the Owner
- v. Explain real estate terms
- vi. Help the Lessee arrange for property inspections.
- vii. Explain closing costs and procedures
- viii. Help Lessee compare financing alternatives
- ix. Provide information about comparable properties that have been leased so both clients may make educated decisions on what price to accept or offer.

- c) **What a Licensee cannot disclose to clients when acting as a Dual Agent:**

- i. Confidential information that licensee may know about the clients, without the client's permission
- ii. The price the Owner will take other than the listing price without permission of the Owner
- iii. The price the Lessee is willing to pay without the permission of the Lessee
- iv. A recommended or suggested price the Lessee should offer.

10. During the Marketing Period, Owner agrees to immediately refer to Owner's Designated Agent all prospective Lessees or brokers who contact Owner for any reason and to provide Owner's Designated Agent with their names and addresses.
11. Broker and Owner's Designated Agent are authorized in their sole discretion, to place a for lease sign on the Property, if permitted by law, to remove all other such signs, to place a lock-box on the Property, to have access to the Property at all reasonable times for the purpose of showing it to prospective Lessees, to cooperate with other brokers and to use pictures of the Property for marketing purposes.
12. Items such as carpeting, smoke detectors, built-in appliances, light fixtures, mechanical apparatus, alarm systems, and many indoor and outdoor decorative items MAY legally be "fixtures" and if so they must remain in the Property, unless specifically excluded in the Lease Agreement.
13. Owner understands that the information that Owner provides to Owner's Designated Agent as listing information will be used to advertise Owner's Property to the public, and it is essential that this information be accurate. **(Owner understands that they have an obligation to provide accurate, truthful information to be used by Designated Agent as distributive information to the public about the Property and hereby promises to fulfill these obligations.)** Although Owner is listing Owner's Property in its present physical condition ("as is" condition), Owner's understands that Owner may be held responsible by a Lessee for any latent or hidden, undisclosed defects in the Property which are known to Owner but which are not disclosed to the Lessee.

- a) Owner agrees that any information about the Property, financial or otherwise, may be used by Broker as part of his/her effort to market the Property. Owner further agrees the Lessee, his agent, his attorney, his accountant, or others of whom he is seeking financial advice may have access to said information.
14. Owner agrees to provide current, accurate floor plans and site plans (or ALTA survey) for the Property. If these are not available to be included in the Broker's marketing materials, the Owner will arrange to have them produced at Owner's cost.
15. Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.
16. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended in writing and signed by the parties.
17. **The parties understand and agree that it is illegal for either of the parties to refuse to display or lease Owner's Property to any person on the basis of race, color, religion, sex, ancestry, handicap, familial status, or national origin. The parties agree to comply with all applicable federal, state and local fair housing laws.**
18. This contract may not be terminated or amended prior to the expiration date without the express written consent of both parties to this contract. However, if the parties mutually agree to a termination of this contract prior to its termination date, Owner agrees to reimburse broker for all of Broker's reasonable marketing expenses incurred prior to such termination.
19. Land Trust Beneficiary: If the Owner under this contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this contract to indicate they are the beneficiaries of said trust in order to guarantee their performances of this contract and to indicate that they hold the sole power of direction with regard to said trust.
20. Deleted.
21. In the event that an offer to lease is received during the term of this listing agreement, the expiration date will be extended on a month-to-month basis until either a satisfactory lease is executed, or negotiations with the prospective tenant have ended.

Owner hereby acknowledges receipt of a signed copy of this Contract and all attachments. The attachments include the following (List all attachments):

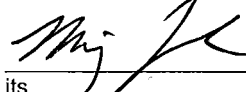
**Agreed:**

Date: 09/04/2024

Broker: 

Broker: Neil D. Townsend  
For SVN Landmark Commercial Real Estate LLC  
25 N Third Street, Suite 200  
Geneva IL 60134  
Tel: 630-938-4950

Date: \_\_\_\_\_  
Owner: Deluxe Properties LLC

By:   
its  
Managing Broker.

By: \_\_\_\_\_

7557 W. 99th Place  
Bridgeview, IL 60455

With a copy to:

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