

LOCATOR LISTING AGREEMENT

This Locator Listing Agreement (the "Agreement") is made
between _____ (the "Locator")
and _____ (the "Owner").

The purpose of this Agreement is to state the terms upon which Locator will be paid a commission for referring rental prospects who lease as residents in rental housing owned by Owner. Accordingly, Owner and Locator agree as follows:

1. SERVICES PROVIDED BY LOCATOR

Owner retains Locator as independent contractor to direct prospects to sign leases as residents at the apartment communities and other rental housing owned by Owner. Locator's rights under this agreement are non-exclusive and Owner may retain other locator services to provide the same service as Locator is providing.

2. COMMISSION TO LOCATOR

Owner shall pay a commission to Locator as provided in the Advertisement Agreement.

3. TERM

The term of this Agreement shall be as set forth in the Advertising Agreement. If the current statutory prohibition against automatic renewal of real estate commission contracts is amended to allow automatic renewal of locator listing agreements, either party shall automatically renew this Agreement on a month-to-month basis until terminated by 45 day's written notice.

If Owner still owns or manages the property in question on the date a lease is signed or entered into by the Locator's prospect, commissions will be considered earned even if the lease is signed or entered into or keys are given to the resident in question after the date termination was given.

4. REPRESENTATIONS AND WARRANTIES

a. Real Estate License

Locator represents to Owner that: (1) Locator is and will remain throughout the term of this Agreement, a licensed real estate broker, holding a broker's license under the Texas Real Estate License Act ("TRELA") issued by the Texas Real Estate Commission ("TREC"); (2) There is no known action currently pending or threatened by TREC against Locator that might adversely affect Locator's right to hold a real estate license; and (3) Locator will abide by all federal, state and local laws governing real estate transactions and the rules of ethical conduct established by TRELA or TREC.

b. Fair Housing Laws

Locator acknowledges Owner's policy that Owner does not discriminate against any person on the basis of race, color, creed, religion, national origin, sex, familial status or disability. Locator will at all times comply with applicable fair housing laws. Locator represents that it is knowledgeable with respect to such laws.

c. Employees, Agents, and Contractors of Locator

Locator will be responsible for all acts or omissions of its employees, agents, and contractors who refer rental prospects to Owner's properties. Locator and Locator's employees, agents, and contractors shall comply with this Agreement and all federal, state and local laws.

5. INDEMNIFICATION

Locator, Owner and any management company representing a property owner shall indemnify and hold each other harmless along with each other's shareholders, directors, officers, partners, employees, agents, successors, and assigns from and against all suits, damages, losses, fines or claims of any character (including attorney's fees and court costs) relating to acts or omissions of its directors, officers, employees, agents, successors and assigns while performing any duties under this Agreement.

6. DEFAULT

If either party violates this Agreement, the non-defaulting party shall have the right to immediately terminate this Agreement by giving notice to the defaulting party. In any litigation, the prevailing party shall be entitled to recover attorney's fees and court costs from the non-prevailing party.

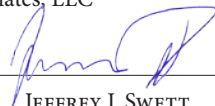
7. MISCELLANEOUS

This Agreement shall be performed in the county in which the rental housing unit(s) involved is located. Texas law applies. This Agreement supersedes all other agreements between the parties and contains the entire agreement between the parties with respect to this matter. No representative of a party has authority to waive, amend or terminate this Agreement except in writing. Each person signing below has authority to bind the person or entity for which he or she is signing.

OWNER:

By: _____
Name: _____
Title: _____

LOCATOR:

Capitol Media Group, Ltd.
By: Showcase Associates, LLC
Its: General Partner
By: 
Name: JEFFREY J. SWETT
Title: MANAGER