**SCHEDULE “A”**

**COMMISSION RATE SCHEDULE**

1. **COMMISSION RATES:** Commissions on Leases shall be paid based upon the following rates for each Lease Year as defined herein:

On the rental for all or any fraction of:

The first to third year\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 5%

The fourth year and beyond 2%

1. **LEASE WITH OPTION(S) TO RENEW, EXTEND, OR EXPAND:** If a Lease contains one or more Options by Tenant to renew, extend, or take additional space, Broker shall be paid a Commission by the Landlord: (a) upon commencement of the renewal or extension period (if a renewal or extension Option is exercised) calculated as if the renewal or extension period were included in the initial term of the Lease; and/or (b) upon commencement of the additional space term (if an Option for additional space is exercised) calculated as if a new Lease were executed for such additional space. The Option shall be deemed exercised even if the terms of the renewal, extension, or taking of additional space do not conform exactly to the terms expressed in the original Option; in such event, the Commission shall be calculated on the actual terms of the renewal, extension, or taking of additional space. Use of substantially equivalent documents (however characterized) to consummate the transaction shall not adversely affect Broker’s right to its Commission.
2. **PAYMENT:** Commissions which are payable by Landlord on Lease transactions are payable to Broker when the Lease documents have been fully executed and unconditionally delivered, unless otherwise provided in this Agreement.
3. **DEFINITIONS:**

 **“Commission”** shall mean a full real estate brokerage commission calculated in accordance with the rates and provisions set forth above, as applied to the Premises, and in accordance with the terms of the annexed agreement (if any).

 **“Broker”** shall mean either Politan Real Estate LLC or, any of its real estate brokerage affiliates.

 **“Landlord”** shall also mean, as applicable, “owner”, “sub-landlord”, “assignor”, and their respective successors and assigns.

 **“Lease”** shall also mean, as applicable, “sublease”, “assignment”, or similar occupancy agreement (however characterized) and related documents executed contemporaneously therewith and shall include, in addition to the space originally demised under the Lease at the time of signing, all additional space demised in the Lease on a “must take” basis and all space taken by Tenant between Lease signing and move-in. “Lease” shall also include a renewal or extension of an existing Lease.

**“Lease Year”** shall mean each successive twelve (12) month period following the rent commencement date specified in the Lease and any fraction thereof at the end of the Lease term.

**“Option”** shall also mean rights of first refusal and of first offer granted to Tenant in the Lease, or in any collateral document.

**“Premises”** shall mean all of the space governed by the Lease.

**“Rent”** shall mean the aggregate gross fixed rent as stated in the Lease for each Lease Year, excluding all future tax, labor (porter’s wage), operating expense, cost of living, and other similar escalation charges (however denominated or calculated). If the fixed rent for a portion of the Lease term is stated in terms other than a fixed dollar amount (e.g., 90% of fair market value or the then escalated gross rent) the Commission calculation for that portion of the term shall employ the fixed dollar amount of the Rent for the immediately preceding period.

 **“Tenant”** shall also mean, as applicable, “subtenant”, assignee”, and their respective successors and assigns.

This instrument shall be governed by and construed in accordance with the laws of the State of New York. If any of the provisions of this instrument shall be declared invalid or unenforceable according to law, the remainder of this instrument shall not be affected thereby.