Dear Susan,

This letter sets forth our Commission Agreement with regard to the proposed Lease (defined below) by you or an entity controlled by you (Collectively, the “Lessor”) of the Property to **CVS Pharmacy** or any entity in which they are a partner, principal or joint venture, or their assignee (collectively, the “Lessee”). Lessor acknowledges that Politan Real Estate LLC as Broker (“Broker”) is the procuring cause of such lease.

By execution of this letter, Lessor agrees to pay Broker a fee based on “Commission Schedule A” below) by official bank check at Lease Signing (defined below) as the Brokerage commission (the “Commission”) in connection with the above-referenced project. The Commission shall be due and payable at Lease Signing, and shall not be payable in any other event.

“Proposed Lease” includes, without limitation, transfer to Lessee of fee title, transfer of leasehold title, net lease of the Property, transfer of ownership in the entity holding title to the Property, or any other transfer of ownership or control of the Property, in each instance in part or in whole. “Lease Signing” shall be deemed to occur upon the full execution and delivery of the instrument(s) to transfer ownership or control (e.g., without limitation, the lease) to Lessee.

Broker represents to Lessor the Broker is a licensed Broker in good standing in the State of New York.

Broker acknowledges that the delivery of this agreement does not constitute any agreement on the part of Lessor to lease the Property or to any other party, and that the decision to lease the Property at all or to otherwise consummate any other transaction with respect to the Property, is within the sole discretion of Lessor, which must be evidenced by a written lease covering all elements of the transaction and signed by Lessor, in its sole discretion.

This agreement (i) expresses the undersigned parties’ entire agreement on the matter covered herein above; (ii) supersedes all prior understandings between them on such matters; (iii) shall be governed by the internal laws of the State of New York without reference to conflicts of laws principles; (iv) shall be binding on their lawful successors, designees and assigns; and (v) shall not be altered, supplemented, or terminated except in a writing signed by each of Broker and Lessor. Signatures may be exchanged by hand, by mail, by fax, bye-mail, by photocopy, or in counterparts, any such method being binding on both sides when completed and exchanged.

Very truly yours,

POLITAN REAL ESTATE, LLC ACCEPTED AND AGREED TO:

*Lessor*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 and second year 5%

The third year and beyond 2%