



## COMMISSION AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ ("Landlord") and JONES LANG LASALLE BROKERAGE, INC. ("JLL").

### RECITALS:

A. JLL has been engaged by U.S. Agency of Global Media ("Tenant") to represent it in negotiations with Landlord for a lease (the "Lease") for premises in the building owned by Landlord known as \_\_\_\_\_ and located at \_\_\_\_\_ (the "Building"); and

B. The parties desire to enter into this Agreement to confirm their understanding pursuant to which Landlord shall pay JLL a commission with respect to the Lease.

The parties agree as follows:

1. Commission. If and when a Lease is executed by Tenant and Landlord, Landlord will pay to JLL a leasing commission (the "Commission") in accordance with the provisions of Schedule A hereto. If for any reason a Lease shall not be entered into between Landlord and Tenant, then no Commission shall be deemed due to JLL. If a Lease is not executed by Landlord and Tenant within twenty-four (24) months of the date of this Agreement, this Agreement shall become null and void.

2. Other Brokers. JLL represents that it has not dealt with any other broker (except Landlord's broker) claiming a commission in connection with the Lease. JLL shall indemnify Landlord, to the extent of Commissions paid to JLL, for any liability, claim, or expense (including without limitation, reasonable attorneys' fees) incurred by Landlord in the event of the inaccuracy of such representation.

3. Litigation Expenses; Jury Waiver; Interest on Late Payments. The prevailing party in any litigation between Landlord and JLL regarding this Agreement shall be entitled to recover its reasonable costs and attorney's fees incurred in such litigation from the other party. TO THE EXTENT LEGALLY PERMITTED, THE PARTIES HEREBY WAIVE TRIAL BY JURY. If Landlord fails to pay any installment of the Commission when due and such failure continues for 10 days after JLL gives Landlord written notice thereof, then the past due portions of the Commission shall bear interest from the date due until the date paid at the rate of one percent (1%) per month.

4. Sale of Building. In the event of a sale or other conveyance of the Building by Landlord, any portion of the Commission which has not yet been paid to JLL pursuant to this Agreement shall thereupon become due and payable by Landlord in full on the closing of the conveyance of the Building. In addition, Landlord shall remain liable thereafter for any unearned portion of the Commission as it becomes due and payable; provided, however, if the sale or other conveyance of the Building is to an entity that has at least the same net worth as that of Landlord, and such entity executes and delivers to JLL an agreement, reasonably acceptable to JLL, assuming the obligation to pay the unearned portion of the Commission, then Landlord shall have no further liability for the unearned portion of the Commission.

5. Miscellaneous. Liability accruing prior to the termination of this Agreement shall survive the termination of this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters described herein, supersedes all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified in any way without the express written consent of both parties. In the event any one or more of the provisions contained in this

Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the District of Columbia. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof and all of which shall constitute one and the same instrument. No director, officer, agent, servant, employee or representative of either party shall have any personal liability in connection with this Agreement.

6. Notices. Any notices, consents or approvals required or permitted to be given by either party under this Agreement shall be in writing and sent by personal delivery or certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Broker at: **Jones Land LaSalle Brokerage, Inc.**  
2020 K Street, NW  
11<sup>th</sup> Floor  
Washington, DC 20006  
ATTN: Chris Bynum

To Landlord at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. OFAC. Landlord represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_ (Landlord)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

JONES LANG LASALLE BROKERAGE, INC. (JLL)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## SCHEDULE A

The Commission payable to JLL under this Agreement shall be computed based upon the following commission rate:

- 4.0% of the Base Rent amount for the entire initial lease term including any annual fixed rental escalations. The commission amount shall be for the entire term regardless of any Tenant cancelation/termination options in the Lease.

For purposes of this Agreement “Base Rent” shall mean the base or fixed rent payable by Tenant under the Lease. If the lease is a net lease the Base Rental amount shall include an estimated annual amount for the operating expenses and real estate taxes payable by Tenant throughout the lease term.

One hundred percent (100%) of the Commission for a Lease shall be due and payable upon execution of the Lease by Landlord ~~and Tenant~~.

If the Lease contains provisions for Tenant to expand through must-take expansion rights, JLL shall be entitled to be paid a Commission by Landlord per this Commission Agreement which shall be 100% due and payable upon execution of the Lease by Landlord ~~and Tenant~~.

The following shall be excluded from Base Rent:

- Any free rent or other abatement of rent allowed by Landlord (however, for purposes of calculating the commission payable to JLL such free rent or abatement shall be amortized over the initial term of the Lease and deducted in equal annual installments from the Base Rent otherwise due and payable during such initial term).
- Amounts payable, by reason of rent inclusion or otherwise, for after-hours electricity, or after hours utilities.