



Carpenter/Robbins

Commercial Real Estate, Inc.

August ____, 2018

To Potential Offerors

Posted via FedBizOps at FBO.GOV

Re: Request for Lease Proposal No. 36C10F18Q0572 (RLP)
Department of Veterans Affairs

Dear Potential Offeror:

This letter, when signed by authorized representatives of both _____ (“Lessor”) and Carpenter / Robbins’ Commercial Real Estate, Inc. (“Broker”), will represent the Commission Agreement (“Agreement”) between Lessor and Broker with respect to Broker’s representation of the United States of America, acting by and through the Department of Veterans Affairs (“Tenant”), concerning Tenant’s lease of space in an existing building or a building to be constructed at _____ (“Building”) pursuant to the above-referenced RLP.

In the event that a lease agreement (“Lease”) is awarded to Lessor by Tenant for space in the Building, Lessor agrees to pay Broker a commission (“Commission”) to be calculated and paid in accordance with the terms of this Agreement. The Commission shall be equal to one and seventy-five one hundredths percent (1.75%) of the “Aggregate Lease Value” (as defined below) for the initial firm term of this Lease. The Commission shall be earned upon lease award as defined in the RLP and shall be paid, without further condition or contingency, (i) three-quarters (3/4) when the Lease is awarded and (ii) one-quarter (1/4) upon the earlier of Tenant’s occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Said amounts shall be payable directly to Broker within thirty (30) days of the actual occurrence of the event noted in (i) and (ii) above. Said commission payment due date is not subject to, or related to, in any way, the approval or receipt of financing or any other third-party matters related to this transaction. Furthermore, the Lessor’s responsibility to pay the commissions is independent of any other Lessor financial responsibilities of this lease and shall not be used to negotiate or offset any credit owed Tenant by the Lessor.

The Aggregate Lease Value is defined as the full-service rental to be paid by Tenant for the initial firm term of the Lease. Firm Term and application of broker commissions are defined in the RLP. The Aggregate Lease Value shall include:

- (i) the initial full-service rental to be paid by Tenant on all space leased by Tenant, including base rent, base operating costs, base real estate taxes, and any tenant improvement allowance (or applicable amortization), and
- (ii) any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations.

The Aggregate Lease Value shall not include:

- (i) any rental abatement provided to Tenant pursuant to the Lease
- (ii) any annual rental escalations covering operating expense and/or real estate tax increases during the lease term, and
- (iii) any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease.

Any change in the Aggregate Lease Value caused by the amortization of additional Tenant Improvements, as outlined in a fully executed Lease Agreement (LA), shall be reflected in the second one-quarter (1/4) payment. In



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addition, provided that Broker is representing Tenant in the negotiations for expansion space (as confirmed by Tenant) Lessor agrees to pay Broker a Commission on any such expansion space leased by Tenant during the initial term of the Lease substantially in accordance with the terms of the Lease.

Broker hereby discloses to Lessor, that Broker represents and is acting only as the Agent of the Department of Veterans Affairs (VA) of the United States Government. Per the terms of Brokers contract with VA, Broker is authorized to act as agent for the VA in acquiring space. With regards to this Lease, no other firm, unless appointed as our sub-agent in writing, has the authority to represent the VA in this lease acquisition. As agent for the VA we are prohibited from disclosing any information, other than that provided in the written RLP and clarifications, regarding this acquisition.

Lessor and Broker each represents and warrants to the other that, in connection with this transaction, it has not employed or dealt with any broker, agent or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.

Owner agrees to disclose to Broker and to Tenant any and all information which Owner has regarding the condition of the property, including but not limited to, structural, mechanical, and soil conditions, the presence of and location of asbestos, PCB transformers, other toxic, hazardous or contaminate substances, and underground storage tanks in, on or about the property. Broker is authorized to disclose any such information to Tenant.

In the event that Lessor fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear twelve percent (12%) interest per annum. All delinquent amounts due under this provision shall be payable in full no later than ninety days from original due date.

Additionally, in the event Lessor shall fail to pay the commissions owed to Broker pursuant to the terms outlined in this agreement, Tenant, at Tenant's sole option, may pay the commission on behalf of Lessor to Broker out of rent payments and/or any lump-sum payments owed or to be owed to Lessor for reimbursement(s) of tenant improvement costs or payment(s) for services/work provided by the Lessor.

This Agreement contains the entire agreement between the parties with respect to the subject matters described herein and supersedes all prior agreements, negotiations and understandings between the parties with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement shall be of no force and effect. This Agreement may not be modified in any manner other than an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs, and that this Agreement binds such party. If either party is required to institute legal action against the other in connection with any dispute between Lessor and Broker relating to this Agreement or either party's performance hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs.



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Please indicate your acceptance and approval of the above by having an authorized individual execute this Agreement on behalf of Lessor in the space provided below and return an executed original of this letter to the undersigned.

Sincerely,

JOHN ROBBINS
CARPENTER/ROBBINS COMMERCIAL REAL ESTATE INC.
VA AUTHORIZED REPRESENTATIVE

AGREED AND ACCEPTED:

Lessor: _____
(Insert Lessor's name here)

By: _____

Date: _____

Name: _____

Title: _____

Address: _____