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Exhibit 3 - Leasing Support Services Interim Contracts Broker Commission Agreement (BCA)

Date
Name
Address

Re: Request for Lease Proposal No. _____("RLP")
General Services Administration
Subject Property:

Dear _____:

This letter, when signed by authorized representatives of both [*insert name of lessor/owner*] (Lessor) and [*insert name of Broker*] (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 General Services Administration ("Tenant"), concerning Tenant's lease of office and related space in the building located at [*insert property address*] ("Property") pursuant to the above-referenced RLP.

Utilize this paragraph when using the Lease Acquisitions + Post Award Services (Module 2):

In the event that a lease agreement ("Lease") is awarded to Lessor by Tenant for space in the above referenced Property, the commission must be an agreed upon rate that is in accordance with local business practices. The commission, which must be consistent with local business practices in this market and is agreed upon between Lessor and Broker, must be equal to _____% of the "Aggregate Lease Value" (as defined below) for the initial non-cancelable term of this Lease.

The Commission must be earned upon lease execution and is payable without further condition or contingency as follows:

a. One-half (1/2) of the commission is paid to the Broker upon Lease Award, and
b. The remaining amount is paid to the Broker upon Tenant occupancy or acceptance of completed initial buildout/tenant improvements associated with the occupancy, whichever is later.

The Aggregate Lease Value is defined as the full service rental to be paid by Tenant for the Leased premises for the initial firm term of the Lease. The Aggregate Lease Value must include:

a. The initial full service rental to be paid by the Tenant on all space leased by the Tenant, including base shell rent, base operating costs, base real estate taxes, parking charges, and amortization of any Tenant Improvement (TI) allowance and Building Specific Amortized Capital (BSAC) charges
b. Any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations occurring during the initial non-cancelable term of the Lease.

The Aggregate Lease Value must not include:

a. Any rental abatement provided to Tenant pursuant to the Lease;
b. Any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,
c. Any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease, and

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d. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease.
e. In the event the Aggregate Lease Value increases or decreases due to a change in the amount of TIs and/or BSAC to be amortized, the commission percentage must remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment will be reflected in the second one – half (1/2) payment.

In the event that a lease agreement is awarded to Lessor by Tenant for space in the above referenced Property, the commission must be an agreed upon rate that is in accordance with local business practices. The commission, must be consistent with local business practices in this market and is agreed upon between Lessor and Broker, must be equal to _____% of the shell and operating rent for the initial non-cancelable term of this Lease. The Commission must be earned upon lease agreement execution and is payable without further condition or contingency at lease award.

The Aggregate Lease Value is defined as the full service rental to be paid by Tenant on the Leased premises for the initial firm term of the Lease are defined in Paragraphs [*insert RLP paragraph reference*]. The Aggregate Lease Value must include:

a. The initial full service rental to be paid by the Tenant on all space leased by the Tenant, including base shell rent, base operating costs, base real estate taxes, any parking charges
b. Any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations occurring during the initial non-cancelable term of the Lease.

The Aggregate Lease Value must not include:
a. Any rental abatement provided to Tenant pursuant to the Lease other than the Commission (as defined below),
b. Any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,
c. Any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease, and
d. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease.
e. Amortization of TI allowance and/or BSAC.

Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the Leased Premises in the Property, it has not employed or dealt with any broker, agent or finder other than Broker. Lessor and Broker must each indemnify and hold the other harmless from and against any claims for brokerage fees 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.

Lessor and Broker agree not to disclose confidential financial information on commission or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished.

Each party must be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits or goodwill or other special, incidental, indirect or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event must Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
This Agreement contains the entire agreement between the parties with respect to the payment of a commission by the Lessor to the Broker and supersedes all prior agreements, negotiations and understandings between the Lessor

and the Broker with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement must 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 must 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 must be entitled to reasonable attorneys' fees and costs.

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,

_____
Name, Broker Transaction Agent
GSA Authorized Representative, [Insert Broker Company Name]

_____
Date

AGREED AND ACCEPTED BY:

_____
Name, Title, Authorized Representative [Insert Subject Property]

_____
Date