



STATE OF MICHIGAN (“The State”)
SCHEDULE OF LEASE COMMISSIONS
CBRE, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER

THIS COMMISSION AGREEMENT ("Commission Agreement"), is made between _____,
their heirs and assigns, whose address is _____ ("Owner"), and **CBRE, INC.**, whose
address is **2000 Town Center, Suite 500, Southfield, Michigan 48075** ("Broker").

FOR PROPERTY AT: _____

Commissions shall be payable by owner on a new lease or renewal of lease (hereinafter “Lease”) by and between Owner and The State of Michigan (hereinafter “The State”), in accordance with the following rates:

- Five percent (5%) of the base rent over the first five (5) years of consideration of the Lease.

Professional lease fees shall be paid to Broker in the following manner: Fifty Percent (50%) at signing of Lease; and Fifty Percent (50%) upon commencement of Lease but in no event later than six (6) months from Lease execution.

The above rates are subject to the following provisions:

1. *Initial Term of More Than 5 Years:*
If the initial Lease term is in excess of 5 years then the commission shall be calculated only upon the base rent to be paid for the first 5 years of the Lease term. If the initial Lease term is in excess of 5 years then the commission shall be calculated upon the base rent to be paid for the first 60 months in which base rent is to be paid.
2. *Option(s) or Right(s) of First Refusal to Renew, Extend Lease or Occupy Additional Space:*
If a Lease for which a commission is payable hereunder contains (i) an option(s) or right(s) of first refusal to renew or extend, and a Lease term(s) is renewed or extended whether strictly in accordance with the terms of such option(s) or right(s) or otherwise and/or (ii) an option(s) or right(s) of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option(s) or right(s) or otherwise, then Owner shall pay a leasing commission in accordance with the provisions of this Schedule on the additional rent to be paid, calculated at the commission rate applicable hereunder to the years of the Lease in which the additional base rental is payable. Said commission shall be earned and payable at the time the extended term commences or the additional space is occupied, as applicable.

Owner acknowledges the following: (1) that if, for any reason, The State does not occupy the property for the entire term, Broker shall have no obligation to refund any portion of the commission earned, and (2) The State is not a party to this Commission Agreement.

In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid the delinquent amount shall bear interest at the maximum rate permitted in the state in which the office of Broker executing this Schedule is located. If Broker is required to institute legal action against Owner relating to this Schedule or any agreement of which it is a part, Broker shall be entitled to reasonable attorneys’ fees and costs.

Owner acknowledges that broker may claim a lien upon the Property pursuant to PA 201 of 2010 to secure the payment of any commission earned under the terms of this agreement.

Owner hereby acknowledges receipt of a copy of this Schedule and agrees that it shall be binding upon its heirs, successors and assignees. In the event Owner sells or otherwise disposes of its interest in the Property, Owner shall remain liable for payment of the commissions provided for in this Schedule and any agreement of which it is a part, including, without limitation, the commission obligations set forth herein, unless the purchaser or transferee assumes all of such obligations in writing. The term “Owner” as used herein shall be deemed to include the owner of the Property, a party under contract to acquire the Property, a tenant under a ground lease and a tenant of the Property wishing to effect a sublease, lease assignment, or lease cancellation. The term “tenant” as used herein shall be deemed to include any subtenant, or assignee of a tenant, and the term “Lease” shall be deemed to include a sublease or lease assignment.

APPROVED this _____ day of _____.

CBRE, INC.
Licensed Real Estate Broker.

By: _____
John A. Latessa, Jr.
Title: Senior Managing Director
Sales Professional: _____

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____