

## Exhibit A

OFFICE LEASES	RETAIL LEASES

On the rental for all or any fraction of:	On the rental for all or any fraction of:	
The first, second years5%	The first	6%
The third year4%	The second year	5%
The fourth, fifth, sixth and seventh year3%	The third, fourth, fifth years	4%
The eighth, ninth and tenth year2.5%	The sixth through tenth years	3%
The eleventh year and beyond2%	The eleventh through twentieth years	2%
	The twenty-first year and beyond	1%

For selling furniture, fixtures and/or good will (retail and office)......10%

## TERMS AND CONDITIONS

- 1. All commissions payable hereunder shall be computed upon the base or fixed annual rent, (hereinafter referred to as the "Base Rent") payable by a Tenant under a Lease and upon real estate taxes and operating expenses paid by a net lessee under a net lease and in no event shall the following be subject to Agent's commission: (i) electric charges, (ii) any escalation payments made by tenant pursuant to increases in real estate taxes, fuel, operating expenses, labor. On leases where there is an allowance in the form of rental concession (as distinguished from an allowance for repairs and decoration, etc.) the commission shall be calculated on the net rental for the term. The calculation of a full commission payable, and the rental not payable by reason of the concession shall be ratably spread over the entire term of the Lease.
- 2. Notwithstanding the commission rates herein in the event that term of any Lease shall be two years or less the commission will be 10% of the aggregate rental.
- 3. If the Lease provides for an option to cancel by the Proposed Tenant, the Agent shall be paid a commission calculated and paid in accordance with the terms and rates as set forth herein for the term of the Lease not subject to such option and the remainder of the commission shall be paid to the Agent in the event the option to cancel is not exercised or waived. Notwithstanding the foregoing, in the event that the option to cancel by Tenant contains a cancellation penalty which includes the unamortized portion of Agent's commission, Agent shall be paid a commission based on the entire term of the Lease, disregarding any term which may be cancelable pursuant to said option or right. A Lease shall be deemed to be canceled only if the Tenant vacates the premises. If the cancellation is by mutual agreement not contained in the Lease as originally executed, or if the Lease gives the Proposed Tenant the right or option to cancel by reason of the Landlord's act or omission to act, Broker shall be paid a full commission.
- 4. If there is a clause in the Lease which gives a Tenant an option to purchase the property or of a first refusal, and if the Tenant or its designee, successor or assignee, exercises such option, then Principal shall, at the time of passing title, pay a sales commission to Agent, in accordance with the schedule of sales commissions set forth in article 7.
- 5. Should there be a clause in a Lease whereby Tenant is obligated to pay the real property taxes such taxes shall be considered as rent on which Agent's commission is payable. In making the computation, the taxes for current year, if fixed, shall be used; if not fixed, the taxes for the previous year shall be used. However, where new construction is involved, that portion of the commission based on real estate taxes shall be computed and paid on the basis of the real estate tax bill rendered for the first full year for which the Premises shall have been assessed as a completed functioning Premises.
- 6. With respect to percentage Leases: commissions shall be due and payable in the specified manner on the minimum rental, or if there be none, then, in any event, computed on not less than 65% of the asking price. Agent shall be notified promptly with regard to rent paid during the term in addition to the minimum rent. The commission on such additional rent shall be computed as if the amount thereof had been known at the time the Lease was executed. Such computation and payment shall be done on an annual basis.
- 7. With respect to selling or exchanging real estate, the commission rate on the transaction will be 6% of the selling price.