BP 1.01 DEFINITIONS: BROKER PROJECT ATTACHMENT (VA FEB 2026)

A. Definitions. The following definitions apply to the use of the terms in this attachment:

1. "Broker" means VA's broker, if VA awarded this lease using a contract real estate broker.

2. "Lease Acquisition Fee" means the commission the Lessor is obligated to pay to VA's designated real estate broker for Lease Acquisition Services provided in connection with the transaction, calculated as a stated percentage of the total aggregate lease value, and payable in two parts: 75% within 30 days of lease execution and 25% within 30 days of VA's acceptance of the space or rent commencement, subject to an overall dollar cap.

BP 1.02 BROKER COMMISSION AND COMMISSION CREDIT (VA FEB 2026)

A. The Lessor must be responsible for paying all real estate commissions due in connection with the consummation of this Lease.

B. For purposes of this Solicitation, the real estate firm of **Chartwell Enterprises, LLC** is the authorized representative of the VA and is providing Lease Acquisition Services to VA in connection with this transaction. It is understood between Lessor and VA that **Chartwell Enterprises, LLC** has provided Lease Acquisition Services on behalf of VA to assist in the completion of this transaction.

C. In connection with the provisions of Lease Acquisition Services and in the event of consummation of a lease agreement between Lessor and VA, Lessor will pay a commission or lease acquisition fee to **Chartwell Enterprises, LLC** in the amount of a percentage equal to [**Spell Out**] percent (**X.XX**%) of the total aggregate lease value. The aggregate lease value must include, but not be limited to, base rent (including fixed rental increases or as annualized), other rental income, operating expenses (base year), real estate taxes (base year), and amortized tenant improvements (if applicable). The aggregate lease value must not include any rental abatement provided to the VA pursuant to the Lease; any rental escalations covering operating expenses and/or real estate tax increases during the lease term; any additional amounts paid by VA for services over and above those furnished by Lessor; and any lump sum payments for tenant improvements. Commissions will not be collected on option periods or for lease terms beyond the firm term of the lease.

D. The total contract value that will be used to determine the [**Spell Out**] percent (**X.XX**%) commission will be established based on the final lease documents upon lease execution or as amended thereof. Such commission or lease acquisition fee must be due and payable, as follows:

1. Seventy-five percent (75%) of the lease acquisition fee must be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following lease execution between Lessor and VA; and

2. The remaining twenty-five percent (25%) of the lease acquisition fee must be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following VA's acceptance of space or commencement of rent payments.

E. The Lessor's responsibility to pay the lease acquisition fee is independent of any other Lessor financial responsibilities of this Lease and must not be used to negotiate or offset any credits owed VA by the Lessor. However, in the event Lessor fails to pay the commission(s) or lease acquisition fee amount owed to **Chartwell Enterprises, LLC** pursuant to the compensation schedule outlined herein, VA, at VA's sole option, must pay the commission(s) or lease acquisition fee on behalf of Lessor to **Chartwell Enterprises, LLC** 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 Lessor. The Lease Acquisition Fee must not exceed one million five hundred thousand dollars ($1,500,000.00).

BP 1.03 PAYMENT OF BROKER (VA FEB 2026)

A. The Lessor must pay the Government's Broker **Chartwell Enterprises, LLC**, the total lease acquisition fee amount of $**XX. XX**.

1. Seventy-five percent (75%) of the lease acquisition fee must be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following lease execution between Lessor and VA; and

2. The remaining twenty-five percent (25%) of the lease acquisition fee must be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following VA's acceptance of space or commencement of rent payments.