BP 1.01 DEFINITIONS: BROKER PROJECT ATTACHMENT (MAR 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.

BP 1.02 ~~BROKER COMMISSION (MAR 2026)~~ LEASE ACQUISITION FEE (VA 2024)

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

For purposes of this Solicitation, the real estate firm **of DHC Real Estate Services, 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 **DHC Real Estate Services, LLC** has provided Lease Acquisition Services on behalf of VA to assist in the completion of this transaction.

In connection with the provisions of such 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 **DHC Real Estate Services, LLC** in the amount of a percentage equal to the percentage specified in the brokerage commission agreement (%) of the total aggregate lease value. The aggregate lease value shall 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 shall 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; 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.

The total contract value that will be used to determine the commission due and payable will be established based on the final lease documents upon lease execution or as amended thereof. Such commission or lease acquisition fee shall be due and payable, as follows:

Seventy-five percent (75%) of commission or lease acquisition fee shall be paid to **DHC Real Estate Services, LLC** within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of commission or lease acquisition fee shall be paid to **DHC Real Estate Services, LLC** within thirty (30) calendar days following the earlier to occur of VA's acceptance of space or commencement of rent payments.

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

BP 1.03 PAYMENT OF BROKER (FEB 2026)

In accordance with RLP Paragraph BP 1.01, the Lessor shall pay the Government's Broker **DHC Real Estate Services, LLC**, the total lease acquisition fee amount of **$XX.XX**.

Seventy-five percent (75%) of the lease acquisition fee shall be paid to **DHC Real Estate Services, LLC** within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of the lease acquisition fee shall be paid to **DHC Real Estate Services, LLC** within thirty (30) calendar days following the earlier to occur of VA's acceptance of space or commencement of rent payments. If GSA awarded the Lease through its Broker, the Lessor must pay GSA's Broker its portion of the commission according to the Commission Agreement signed between the Lessor and Broker. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.