

BPNA- NAI Capital- Compensation Schedule

1. **Renewal/ Extension Fee:** Vendor shall request compensation from the BPNA landlord for the addition of a renewal/ extension term at a level acceptable to BPNA. In the event that the BPNA's landlord refuses to compensate Vendor, BPNA agrees to pay Vendor a Renewal Fee of 2.5%. Notwithstanding anything to the contrary herein contained, in no event shall the Renewal/Extension Fee exceed 50% of the market commission rate Vendor would be paid for new site leasing.
2. **Relocation or New Site Leasing Commission:** In the event that BPNA enters into a lease for relocation of the Property or for a new BPNA lease site, then Vendor shall be entitled to receive from the respective landlord a Leasing Commission for such transactions in accordance with subsection a as detailed below:
 - a. Vendor shall receive a real estate commission of Six percent (6%) of the annual base rental as defined in the Lease Agreement for Years One through Five and Three percent (3%) for years Six through Ten, or such shorter period if the initial Lease Term is less than ten years.
 - b. Vendor shall look solely to the landlord or sub landlord, as the case may be, for payment of Vendor's Leasing Commission. BPNA shall use its good faith efforts to cooperate with Vendor to secure such commission. Vendor agrees to notify BPNA promptly when a landlord refuses to enter into a written commission agreement with Vendor so that BPNA can decide if negotiations are to be pursued at that location.
3. **Subleasing of Excess Space:** In the event that BPNA enters into a lease or sublease with a tenant for all or a portion of a Property, BPNA shall pay to Vendor a Subleasing Commission for such transactions in accordance with subsection a below:
 - a. Vendor shall receive a real estate commission equal to Five percent (5%) of the Net Rent payable by tenant as defined in the Lease Agreement for Years One through Ten, or such shorter period if the Lease Term is less than ten years. The term Net Rent as used herein is the total minimum or base rent under the lease each year including fixed or minimum steps less the value of tenant concessions such as free rent or rent credit, tenant improvement allowance, rent attributable to time periods covered by tenant's option to cancel and all other non-standard tenant concessions provided for in the lease or by side agreement.
 - b. If a tenant has been represented in the transaction by a licensed broker, the commission paid to Vendor shall be 150% of the Subleasing Commission in subsection a above and Vendor shall be responsible for payment to tenant's broker of 100% of that amount, retaining the remaining 50% in full payment of its Services.
 - c. The Subleasing Commission shall be paid to the Vendor upon commencement of tenant's rent.
4. **Sale of Owned Property:** In the event that BPNA completes the sale of an owned Property for which Vendor has been provided a Transaction Authorization, BPNA shall pay to Vendor a Sales Commission for such transaction in accordance with subsection a below:
 - a. Vendor shall receive a real estate commission equal to Six percent (6%) of sale price of the Property as defined in the Purchase & Sale Agreement.
 - b. If a buyer has been represented in the transaction by a licensed broker, the Vendor shall be responsible for payment to buyer's broker of an agreed upon portion of the Sales Commission, retaining the remainder in full payment of its Services.
 - c. The Sales Commission shall be paid to the Vendor upon closing of the sale transaction.
5. **Payment Terms:** All payments to Vendor shall be made by electronic funds transfer within thirty (30) days of BPNA receipt of invoice.