



**COMMISSION AGREEMENT  
LEASE/PURCHASE TRANSACTION**

The undersigned Owner and KBC Advisors - Tennessee, LLC, a Washington limited liability company ("KBC") and Colliers International Virginia, LLC ("Colliers") collectively ("KBC/Colliers") agree that in the event of the consummation of a Lease, Purchase and Sale Agreement or other agreement to obtain real estate by Amazon.com, or an affiliate, (as "Tenant") and The Hollingsworth Companies, (as "Owner") for the property located at SouthPoint Business Park – VP 163 (the "Property"), the Owner will pay to KBC/Colliers a procuring brokerage Commission as follows:

1. **COMMISSION:** If the Owner and the Tenant consummate a Lease, the Owner will pay to KBC/Colliers a procuring commission (separate from any commissions due per the listing agreement) as follows:

A commission equal to four percent (4%) of the aggregate base rent due for the original lease term. Such commission shall be paid in full on the execution and delivery of the lease between Owner and Tenant. The total base rent shall be inclusive of any escalations of rent set forth in the lease, however exclude any amortized tenant improvements.

As consideration for Tenant leasing additional space from the Owner as a renewal, expansion or substitution, and provided there is no other appointed agent involved representing the Tenant, KBC/Colliers shall be paid a commission equal to four percent (4%) of the total base rent due for the renewal, expansion or substitution. Such commission shall be paid in full on the execution and delivery of the lease between Owner and Tenant. The total base rent shall be inclusive of any escalations of rent set forth in such document, however exclude any amortized tenant improvements.

If the Owner and the Tenant consummate a Purchase & Sale Agreement (whether pursuant to an initial sale of the Premises or a subsequent option to purchase the Premises), the Owner will pay to KBC/Colliers a commission of two percent (2%) of the gross Sale Price. The commission shall be payable in cash in full at closing.

All amounts more than thirty (30) days past due shall be subject to a finance charge equal to 1% per month.

Owner hereby acknowledges that Owner will pay all commissions due in connection with the Transaction directly to KBC Advisors - Tennessee, LLC, a Washington limited liability company (KBC). KBC shall be responsible for paying any commissions due to Colliers. Colliers will be solely responsible for collecting any commission due to them in connection with the Transaction directly from KBC. Upon payment in full by Owner to KBC of any earned commission in connection with such transactions, KBC shall fully release, hold harmless and indemnify the Owner from, against and with respect to any and all losses, costs and expenses (including, without limitation, court costs and attorneys' fees) paid or incurred by Owner in connection with any dispute or disagreement with respect to the payment or allocation of said commission between such parties. Effectively immediately upon full payment of any earned commission to KBC related to such transactions, KBC hereby waives any and all rights and claims either party has or may have in connection with said commission payment to lien or cause the placement of a lien against the Property pursuant to any law, statute or otherwise, unless arising pursuant to a written agreement between KBC and Owner entered into after the date of this agreement.

2. **FEES & EXPENSES:** If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and other costs so incurred.
3. **AUTHORITY:** Owner represents that it is the owner of the Property and/or has the full right, power and authority to execute this Agreement and to consummate a transaction as provided herein, and to perform Owner's obligations hereunder. The individuals signing this Agreement represent that they are authorized signatories.
4. **PROFESSIONAL ADVICE:** Owner agrees that in determining the financial soundness of any prospective tenant, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding the assistance of KBC/Colliers in gathering any financial information.
5. **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns. The terms "Owner" and "Tenant" include parents, subsidiaries, affiliates, successors, assigns and nominees.
6. **COUNTERPARTS:** If more than one person is named as the Owner herein, this Commission Agreement may be executed by each Owner, individually, and when each Owner has executed a copy of the Commission Agreement, such copies taken together shall be deemed to be a full and complete contract between the parties.
7. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the Owner and Broker and supersedes all prior discussions. No modifications of this Agreement will be effective unless made in writing and signed by both Owner and KBC/Colliers.
8. **KBC ASSIGNMENT:** Notwithstanding any other provision of this Agreement, KBC shall be permitted to assign all of its right, title and interest in and to this Agreement to any other entity that is directly or indirectly wholly owned by KBC Holdings, Inc, a Washington corporation. Such permitted assignment shall include any assignment that may be deemed to occur by operation of law in connection with any merger or consolidation and/or into any other entity directly or indirectly wholly owned by KBC Holdings, Inc, a Washington corporation (an "Intragroup Merger"). Any such Intragroup Merger shall not be deemed a breach of, cause a default under or trigger any right of termination under, any other provision of this Agreement.
9. **CONFIDENTIALITY OF AGREEMENT:** The parties agree that the consideration furnished under this Agreement, the discussions and correspondence that led to this Agreement, and the terms and conditions of this Agreement are private and confidential. Except as may be required by applicable law, regulation, or stock exchange requirement, neither party may disclose the above information to any other person or entity without the prior written approval of the other.
10. **TRANSFER:** KBC/Colliers agree that in the event Owner sells the leased premises to someone other than the Tenant, that upon the Owner's furnishing KBC/Colliers with an agreement signed by the purchaser assuming Owner's obligation to KBC/Colliers under the agreement, that KBC/Colliers will release Owner from any further obligation to KBC/Colliers hereunder. Owner agrees that, if this agreement is validly assigned by Owner, it will secure from assignee an agreement in writing by assignee recognizing the commission rights of KBC/Colliers hereunder.
11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
12. **GENERAL:** The terms "Owner", "Tenant", "Buyer" and "Seller: shall be deemed to include parents, subsidiaries, affiliates, successors and nominees of same.

*[Signature Page to Follow]*

This Agreement is Acknowledged and Accepted by:

**The Hollingsworth Companies**

By: 

Name: Joseph A. Hollingsworth Jr.

Title: CEO

Address: 2 Centre Plaza

Clinton TN 37716

Date: 9-27-21

**KBC Advisors - Tennessee, LLC, a Washington limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Colliers International Virginia, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_