

COMMISSION AGREEMENT

This Commission Agreement ("Agreement") made this 8th day of Sept 2022, between Summit Properties Partnership, their affiliates, successors or assigns (hereinafter "Landlord"), and, JLL Richmond, VA (hereinafter "Broker").

WHEREAS, Broker is engaged on behalf of **Worldwide Retail Solutions Inc.**, a tenant (hereinafter referred to as the "Tenant"), and the Landlord, for a lease (hereinafter referred to as the "Lease") for the building of the Landlord known as VP-145 located at **6162 Quality Way, Prince George, Virginia** respectively (hereinafter referred to as the "Building") and such negotiations have not been concluded; and

WHEREAS, Landlord and Tenant may enter into written agreement(s) concerning the leasing of the Building (such property, as it may ultimately be described or defined in any lease agreement or other written agreement that may be entered into by Landlord and Tenant, is referred to herein); and

WHEREAS, the parties have chosen to confirm and reduce to writing their entire understanding and agreement with respect to said negotiations.

NOW, THEREFORE, the parties agree as follows:

1. Lease
If and when, as a result of such negotiations by Broker (on behalf of the Tenant) a written Lease is executed by Landlord and the Tenant, Landlord will pay to Broker a lease commission (hereinafter referred to as the "Commission") as per the provisions of Schedule A, attached hereto and made a part hereof. No other commissions shall be due or payable except such Commission as may be determined pursuant to this Schedule A, Section 1 and 2.
2. Term
If after the expiration of Six (6) months, no Lease is entered into by and between Landlord and Tenant, this Agreement shall automatically expire, unless renewed in writing, with no further action required by either party.
3. Regulatory Provision
Each party represents and warrants to the other that it, and all persons and entities owning (directly) an ownership interest in it: (a) are not a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above. Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("**Prohibited Activity**") and will not engage in Prohibited Activity during the term of this agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

4. Broker

Broker represents and warrants to Landlord that no other agent other than Broker has been granted the right, whether exclusive or otherwise, to represent Tenant in connection with the lease.

5. Fees

In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs so incurred from the non-prevailing party. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS AGREEMENT.

6. Agreement

This Agreement constitutes the entire agreement between Landlord and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Landlord and Broker. This Agreement shall be binding upon heirs, successors, and assignees of the parties.

If the foregoing is in accordance with your understanding of our Agreement, please indicate your acceptance and approval by signing this document and returning one (1) original to us.

LANDLORD:

Summit Properties Partnership

BY: 

Joseph A. Hollingsworth, Jr.

TITLE: Managing Partner

DATE: Sept 8, 2022

BROKER:

JLL

BY: _____

NAME: Charlie Polk

TITLE: Managing Director

DATE: _____

SCHEDULE A

1. LEASE COMMISSION RATE

The Commissions payable to the Broker under this Agreement shall be:

- A 4% commission on the aggregate yearly base rent for the initial term, not to exceed seven (7) years excluding upfits and rent offsets.
- A 2% commission on the aggregate yearly base rent for renewal option(s) if the Broker still represents the Tenant.
- A 2% commission on the aggregate yearly base rent for the first five (5) years excluding upfits and rent offsets for any area expansion beyond the original lease square footage in the leased Building alone. The expansion commission is only available during the first 5 years of the initial lease.
- Any expansion or renewal commission will require a signed Broker exclusive agreement at the time of said renewal/extension.

2. PAYMENT OF COMMISSION

Commissions will be earned by and payable as follows:

For the Initial Lease

- The first year commission payable to JLL under this agreement shall be paid within ten (10) days of receipt of invoice from Broker after the Lease goes hard (lease document signed, all contingencies removed, and security deposit received).
- The second, third, fourth, fifth, sixth, and seventh year commission payable to JLL under the agreement shall be paid within ten (10) days of receipt of invoice from Broker after the anniversary date of Rent Commencement.

For Renewals

- Upon Tenant's written exercise of offered Renewal option(s) for Renewal Terms.

For Building Expansion

- One-half (1/2) of the Commission to be paid within ten (10) days of receipt of invoice from Broker after the Lease Expansion goes hard (lease document signed, all contingencies removed, and additional security deposit received).
- Remaining one-half (1/2) of the Commission to be paid three (3) months after rent commencement.