

Commission Agreement

This Commission Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2011 by and between USI Real Estate Brokerage Services Inc. ("Agent"), a wholly owned subsidiary of Johnson Controls, Inc. and _____ ("Landlord") for the Lease Agreement ("Lease") between Landlord and the PEOPLE OF THE STATE OF NEW YORK acting by and through the Commissioner of General Services ("Tenant") for the leased premises located at _____.

1. Lease. Agent has been integrally and actively involved in the negotiations of the Lease consummated, or to be consummated, between Landlord and Tenant. Landlord and Tenant may also extend, renew or expand the Lease (together, such extension, renewal, or expansion shall hereinafter be referred to as the "Renewal").

2. Commission. Landlord agrees to pay a commission to Agent, or Agent's designated affiliate, in connection with the Lease and Renewal as calculated and described herein.

3. Calculation and Payment. Landlord agrees to pay a commission as per the below outlined schedule of the total gross Base Rental due under the Lease or Renewal. Such commission shall be due and payable 50% upon execution by Landlord and Tenant of the Lease or Renewal documents, and 50% upon Tenant's occupancy of the premises without further invoice or notice by Agent. Agent or Agent's designated affiliate shall be entitled to the same commission fee on renewals, extensions and expansions. Landlord shall, at Tenant's request and by written notice, notify Tenant that such commission has been paid as due hereunder.

Commission Schedule

<i>Lease Years</i>	<i>5&10 Years Lease</i>	<i>15 Year Lease</i>
On the 1 st year or any fraction thereof	4.5%	3.5%
On the 2 nd year or any fraction thereof	4.5%	3.0%
On the 3 rd year up to and including the 5 th year of the lease	4.0%	2.5%
On the 6 th year up to and including the 10 th year of the lease	2.0%	2.0%
On the 11 th year and up to and including the 15 th year	NA	1.0%

Lease Renewal Commission Schedule

<i>Lease Years</i>	<i>5&10 Years Lease</i>	<i>15 Year Lease</i>
On the 1 st year or any fraction thereof	4.5%	3.0%
On the 2 nd year or any fraction thereof	4.0%	3.0%
On the 3 rd year up to and including the 5 th year of the lease	3.5%	2.5%
On the 6 th year up to and including the 10 th year of the lease	1.5%	1.5%
On the 11 th year and up to and including the 15 th year	NA	1.0%

For purposes of this Agreement, any rent adjustments and "free rent" shall be amortized without interest over the Lease term, and an equal portion of any such rent adjustment and "free rent" shall be deducted from the total gross Base Rental for each Lease year. Commission Schedule shall be used for (i) a move by Tenant to a new building, (ii) a relocation to a new space within Tenant's existing building, or (iii) an expansion or contraction by Tenant at Tenant's existing location of more than twenty-five percent (25%). Lease Renewal Commission Schedule shall be used for a renewal of a lease negotiated by Agent for a new lease term at an existing location.

4. Payment Default. In the event of a failure by Landlord to pay the commission amount in the manner and at the time set forth above, then Landlord shall owe USI or its designated affiliate, the commission amount set forth herein plus an additional fee of fifteen percent (15%) of the commission amount due. If Landlord fails to pay the commission amount due to USI or its designated affiliate, as provided herein, then Tenant shall pay such amount to USI or its designated affiliate and Tenant shall be entitled to an abatement of rent for the amount of commission it pays to USI or its designated affiliate.

5. Successors or Assigns. The terms and provisions of this Agreement shall be binding on the parties hereto and to their successors and assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises is located.

7. Invalidity of Provisions. The invalidity, illegality or unenforceability of any one or more provisions of the Agreement shall not affect the remainder of this Agreement.

8. Attorneys' Fees. The parties agree that the prevailing party shall be entitled to all costs and expenses including, without limitation, court costs and reasonable attorneys' fees, in any action commenced to enforce the provisions herein.

9. Late Fees. All commissions not paid, as set forth herein, shall bear interest from the date due at the rate of eighteen (18%) percent per annum.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their duly authorized officer as of the date set forth above.

LANDLORD:

AGENT:

USI Real Estate Brokerage Services Inc.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____