

We Build Partnerships That Last

Specializing in

Office & Retail Leasing

Investment Sales & Client Acquisitions

Property Management

Advisory Services

Construction Management

Capital Markets

ABS Altman Warwick

ABS Partners Real Estate

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Westchester

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Bronx

5500 Broadway, Bronx, NY 10463

Brooklyn

315 Meserole Street, Brooklyn, NY 11206

Queens

1519 Decatur Street, Ridgewood, NY 11385

ABS Altman Warwick - Capital Markets

New York City

200 Park Avenue South, 10th Floor, New York, NY 10003

ABS National Business Parks

Princeton Forrestal Center

105 College Road East, Princeton, NJ 08540

Palm Beach Gardens

3300 PGA Boulevard, Palm Beach Gardens, FL 33410

ABS - Acre Valley Real Estate Capital

Miami

9100 Dadeland Boulevard, Miami, FL 33156

North Carolina

16810 Kenton Drive, Huntersville, NC 28078

Chicago

609 West Randolph Street, 9th Floor, Chicago, IL 60661



Schedule of
Manhattan
Commission Rates



Lease Transactions

For the first year or any fraction thereof	5%
For the second and third year or any fraction thereof	4%
For the fourth and fifth year	3%
For the sixth year, up to and including the eleventh year	2-1/2%
For the twelfth year and beyond	2%

Sales Transactions

For selling or exchanging real estate in the Borough of Manhattan, on the selling price, up to and including \$2MM	6%
On the excess above \$2MM	3%

Special Sales

Waterfront sales	6%
Furniture and fixtures	10%
Sale of Leases or Leaseholds in the Borough of Manhattan, the charge is properly the same as if a lease were being negotiated for a term equal to the unexpired term of the lease or leasehold which is being sold, at the regular rates provided in this schedule for making leases; in addition to which, a charge on the sum of the consideration to be paid for the lease or leasehold, of	1%

Mortgages Financing (anywhere in the US)

Permanent Loans:		
	\$1MM - \$10MM	1%
	\$10MM - \$20MM	.75%
	Above \$20MM	.50%
Construction Loans		1%
Mezzanine Loans		1%-2%
Equity Capital		2%-5%

Management: Commercial & Residential

First \$200K of gross collections	5%
Over \$200K	3%

Construction Management

Total cost under \$25K	\$1,000
Total cost \$25K - \$50K	\$2,500
Total cost greater than \$50K	5%
Additional fee when ABS serves as general contractor	10%

Conditions

Commissions shall be due and payable in full when earned as follows:

1. Lease Transactions

A commission is deemed earned, with regard to a Lease transaction, when the Lease procured by the broker has been fully executed by Lessor and Lessee, and a fully-executed copy of the Lease has been delivered to the Lessee.

2. Sales Transactions

With regard to a sales transaction, the commission shall be deemed earned at such time as contract passes to the buyer or in event that the prospective buyer assigns its contract of sale to a third party, a commission shall be deemed earned at the time of such assignment.

3. Lease With Option to Renew

When a Lease is made containing an option for the tenant to renew or extend the term and the tenant exercises such option, ABS Partners Real Estate, LLC shall be paid a commission by the Lessor for such renewal or extension period calculated as if such renewal or extension period were included in the initial term of the Lease, and Lessor shall, upon the closing of the original transaction, agree in writing to pay such additional commission upon the exercise of option. A subsequent modification of the terms of the option shall not void Lessor's obligation to pay such additional commission.

4. Leases With Cancellation Clauses

If the Lessor reserves the sole right of cancellation, a full commission for the entire term shall be paid by Lessor. If the Lessor alone or Lessee both have the privilege of cancellation, a full commission shall be paid to the date upon which the Lease might, under the terms, be cancelled, and on the sum payable to the Lessor by the Lessee as consideration or liquidated damages in connection with the exercise of such cancellation privilege. In addition, the Lessor further shall pay the balance of the commission on any further period of the Lease not surrendered or cancelled by the Lessee. If a joint privilege of cancellations exercised by the Lessor only, and not by the Lessee, then the broker shall not be deprived of his regular commission on the portion of the Lease cancelled by the Lessor.

5. Net Leases

A. If there is a clause in the Lease obligating Lessee to pay real property taxes, such taxes shall be considered as rent on which broker's commission is payable. In making the computation, the taxes for the current year, if fixed, shall be used; if not fixed, the taxes for the previous year shall be used. However, where new construction, is involved, that portion of the commission applicable thereto shall be computed and paid on the basis of the final assessment on the new building after its completion.

B. If there is a clause in the Lease obligating Lessee to pay the interest on any existing mortgage encumbrance, then the broker's commission shall be computed on the aggregate sum of the rent reserved, plus the monetary obligations assumed by the Lessee under such interest clause.

6. Allowances

On Leases where there is an allowance in the formal rental concession (as distinguished from an allowance for construction, repairs or decoration, etc.), the commission shall be computed on the average rental for the term.

7. Percentage Leases

Commission shall be due and payable in the specified manner on the minimum rental, or, if there be none, then by agreement; or in the absence of an agreement, then computed on not less than 65% of the asking price. If the additional rent shall be due, as percentage of gross receipts or otherwise, then the broker shall be deemed to have earned a commission thereon computed as though the amount of such additional rent based upon the percentage had been definitely known at the time of the execution of the Lease, and such additional commission shall be payable at the end of the respective year, or earlier if the percentage rental is payable earlier by the Lessee under the terms of the Lease. Broker shall be promptly notified of any increases in the rent above the minimum resulting from the percentage rent.

8. Lease With Option To Purchase

If there is a clause in the Lease which gives the Lessee an option to purchase the property or the right to first refusal, and if the Lessee or its designee, successor or assignee exercises such option, then the Lessor shall, at the time of passing of title, pay a sales commission in accordance with the schedule of sales commissions set forth herein.

9. Hold Harmless

If ABS Partners Real Estate, LLC is the exclusive rental agent or the managing agent for a Lessor, the Lessor agrees to indemnify and hold ABS Partners Real Estate, LLC harmless from any claims made by any other broker for compensation upon transaction with respect to the property or unit(s) of space to which ABS Partners Real Estate, LLC has so acted, and the Lessor agrees to defend such claim at the Lessor's expense.

10. Laws Of New York

All of the terms and conditions herein set forth shall be governed by and construed in accordance with the laws of the State of New York and shall survive the termination of any agreement under which ABS Partners Real Estate, LLC would have been entitled to receive a commission. If any of such terms and conditions shall be declared invalid or unenforceable, then the remainder of such terms and conditions shall not be affected thereby.