

December 16, 2020

**COMMISSION AGREEMENT**

This Agreement, made as of the last date written below, is between **City of Norman** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

Norman Employee Parking, Tonhawa At James Garner Ave, Norman, OK  
USPS Property ID 395962-005

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$19,305.00	\$96,525.00	4%	\$3,861.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within thirty (30) days of execution of this Commission Agreement and the Lease by all parties without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements.
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties. This agreement shall not be assigned by Broker without the written permission of Lessor.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. To the extent permitted by applicable law, including the Constitution of the State of Oklahoma. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Other than disclosures required by applicable law, Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished.
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
10. Broker warrants that it has and shall render services to Lessor pursuant to this Commission Agreement with the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
11. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.
12. Broker's services provided to Lessor pursuant to this Commission Agreement are for the sole use and benefit of Lessor and nothing in this Commission Agreement shall be construed to give any rights or benefits to anyone other than Lessor or Broker.
13. This Commission Agreement shall be subject to the laws of the State of Oklahoma and any action brought to enforce its terms shall be brought in a court of competent jurisdiction and appropriate venue in the State of Oklahoma.
14. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original.

**COMMISSION AGREEMENT**

**BROKER:**

Jones Lang LaSalle Americas, Inc.

By: Brooke Armstrong  
Brooke Armstrong, Managing Director

Name and Title

Dated: December 18, 2020

**LESSOR:**

City of Norman

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

Darrel Pyle, City Manager

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Hall, City Clerk

Approved as to legality and form this 4 day of  
January, 2021.

Beth Eluchala  
City Attorney's Office