MASTER NON-EXCLUSIVE COMMISSION AND PROSPECT PROTECTION AGREEMENT

This MASTER NON-EXCLUSIVE COMMISSION AND PROSPECT PROTECTION AGREEMENT ("Commission Protection Agreement") is between Owner and Brokerage Firm regarding the Premises.

1. PARTIES

OWNER	BROKERAGE FIRM
Owner's Name: 513-521 Park Avenue LLC Owner's Mailing Address: PO Box 426, Plainfield, NJ 07060 Owner - Contact Person: _____ Owner – Contact Person Phone: _____ Owner – Contact Person Email: _____	Brokerage Firm Name: _____ NJ Broker License No.: _____ Brokerage Firm Address: _____ Brokerage Firm Phone: _____ Brokerage Firm Email: _____

2. PREMISES: 513A Park Avenue, Plainfield NJ 07060, a ground-floor commercial storefront

3. RENTAL PRICE: $2,000

Initials: 513-521 Park Avenue LLC: _____ Brokerage: _____

4. TERM OF COMMISSION PROTECTION AGREEMENT:

Commencement Date: _____

Expiration Date: 180 days after Commencement Date

Expiration or termination of this Commission Protection Agreement will not affect an existing protection period for a prospect properly submitted before expiration or termination.

5. AGENCY DISCLOSURE.

A. No Owner-Broker Agency Relationship. Brokerage does not represent Owner and is not acting as Owner's agent. No listing, agency, dual-agency, sub-agency, or other fiduciary relationship exists between Brokerage and Owner. Brokerage's relationship with any prospective tenant, and any duties arising from that relationship, are governed separately by applicable New Jersey law and any agreement between Brokerage and the prospective tenant.

B. Non-Exclusive Arrangement. This is a non-exclusive arrangement. Owner may work with other brokerage firms, receive prospects from other sources, and lease the Premises directly.

6. PROSPECT SUBMISSION AND PROTECTION

A. Submission of Prospects. Brokerage may identify and submit prospective tenants that Brokerage believes may be appropriate for the Premises. Commission protection applies only to a prospective tenant whose completed prospect application is submitted to Owner by Brokerage on Owner's designated prospect application form. Protection continues for 180 days after Brokerage's submission of prospect application, even if 180-day protection period extends beyond expiration date of this Commission Protection Agreement.

B. No Marketing Obligation. Brokerage is not required to undertake any general marketing campaign, advertising, canvassing, open houses, MLS listing, or other active marketing of the Premises.

C. No MLS Listing/No Signage. The Premises will **NOT** be circulated by Brokerage through an MLS or similar listing database unless Owner separately

Initials: 513-521 Park Avenue LLC: _____ Brokerage: _____

authorizes such circulation in writing. Brokerage may not place a real estate sign on the Premises.

D. **Marketing and Relationship Description**. Brokerage may advertise or otherwise promote the availability of the Premises in connection with its efforts to identify prospective tenants, provided that Brokerage does not state or imply that it has a listing, agency relationship, exclusive marketing right, or other exclusive relationship with Owner. Brokerage shall describe the Premises as offered directly by Owner and shall not characterize the property itself as "broker-protected.

E. **Exclusion**. No protection applies to a prospect whose completed application was previously submitted by another brokerage or who was already in direct substantive discussions with Owner concerning the Premises before Brokerage's submission.

7. BROKER PARTICIPATION AFTER SUBMISSION.

A. **Broker Continued Participation**. After submission of a prospect, Brokerage may participate in discussions and negotiations to the extent appropriate to its brokerage relationship with prospective tenant. Owner does not require Brokerage to remain actively involved throughout the leasing review process as a condition of commission protection.

B. **Owner Underwriting Control**. Owner retains sole discretion regarding prospect approval, screening, negotiation, lease terms, and whether to enter into any lease. Owner may reject any prospect at any stage of review for any lawful reason without liability or obligation to Brokerage.

8. COMMISSION COMPENSATION.

THE PARTIES ACKNOWLEDGE THAT BROKER COMPENSATION IS FULLY NEGOTIABLE AND NOT SET BY LAW.

A. **Commission Payment Obligation**. Owner will pay Brokerage a commission if, during the applicable 180-day protection period, (i) Owner and a protected prospect enter into a fully executed lease for the Premises, and (ii) the prospect's payment of security deposit and initial rent clears. No commission is earned by Brokerage solely due to submission or introduction of a prospect.

Initials: 513-521 Park Avenue LLC: _____ Brokerage: _____

B. Commission Amount. The amount of the commission payable by Owner to Brokerage will be an amount equal to:

one and one-half (1.5) months of the initial monthly base rent under the lease

Owner will owe no compensation or commission for any future lease renewals, extensions, or expansions.

C. Payee. Owner will make any commission payment directly to the licensed Brokerage and not directly to an individual salesperson or broker-salesperson.

OWNER
513-521 PARK AVENUE LLC

By: _____

Signature: _____

Printed Name: _____

Date: _____

LICENSED NEW JERSEY BROKERAGE

Brokerage: _____

By: _____

NJ Broker License No.: _____

Signature: _____

Printed Name: _____

Date: _____

Salesperson/Broker-Salesperson, if applicable:

Name: _____

NJ License No.: _____