

tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

DAMAGES

22. In the event of the termination of this Lease by Lessor as provided for in 19.1 hereof, Lessor shall be entitled to recover from Lessee all the fixed dollar rentals accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Lessee, or for which Lessee is liable or in respect to which Lessee, under any of the provisions hereof, has agreed to indemnify Lessor, which may be then owing and unpaid, and all costs and expenses, including court costs and ^{reasonable} attorneys' fees incurred by Lessor in the enforcement of his rights and remedies hereunder, and in addition Lessor shall be entitled to recover as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination represents (a) the excess, if any, of the then present value of the aggregate fixed dollar rentals which would have accrued for the balance of the term over the then present value of the then aggregate fair rental value of the premises for the balance of such term and (b) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Lessor shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of rent.

BROKERAGE

23. Lessee warrants that Caine Company is the real estate broker of record and that it has no contacts with any other broker in connection with the negotiations or execution of this Lease Agreement and Lessee agrees to indemnify Lessor and hold Lessor harmless from and against any and all costs, expenses, or liability for commissions or other compensation or charges claimed by any other broker or agent for Lessee with respect to this Lease Agreement.

Lessor acknowledges the services of Caine Company as real estate Broker and Agent in this transaction and in consideration thereof does hereby agree to pay said Agent for services rendered a fee of six (6%) percent of all gross rents received during the term of this Lease, or during the term of any further extension or renewal agreement.

CONTINUED ON NEXT PAGE

RECORDED

4328 RV 27