

term of this Lease. Notwithstanding such termination, the liability for the rent of the Lessee provided shall not be extinguished for the balance of the term remaining. Lessor shall be entitled to recover monthly as it becomes due, the difference between the rent specified herein and that obtained by reletting the premises.

In the event the Lessor shall at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or incurs any expense, including reasonable attorney's fees, for instituting or prosecuting any action or proceedings to enforce said party's rights hereunder, the sum or sums so paid by said party shall be deemed damages in favor of said party against the party in default, and shall be due and payable forthwith.

XXII. SURRENDER

Upon the expiration or other termination of this Lease, Lessee shall surrender to Lessor the Leased Premises, together with all other property affixed to the Leased Premises (with exception of trade fixtures), broom clean and in good order and condition, ordinary wear and tear excepted. Any damaged caused to the Leased Premises by removal of any property shall be promptly repaired by Lessee. Lessee shall remove all property of Lessee as directed by Lessor, and failing to do so, Lessor may cause all such property to be removed at the expense of the Lessee and Lessee hereby agrees to pay all costs and expenses thereby incurred. If Lessee holds over after termination, Lessor may at its election, choose to treat the holdover as extending this lease on a month-to-month basis but otherwise on the same terms; or choose to give written notice to Lessee to immediately vacate and thereafter assess Lessee double the amount of per them rent previously imposed. Lessee shall be liable for all consequential damages suffered by Lessor arising from Lessee's failure to vacate in a timely manner.

XXIII. WAIVER

No waiver of any default by Lessee shall be implied by Lessor's failure to take any action on account of such default. One or more waivers by Lessor shall not constitute a waiver of a subsequent breach of the same term or condition.

XXIV. NOTICES

Any notice under this Lease shall be deemed sufficiently given if sent by certified mail to the Lessee at the Leased Premises and to the Lessor at the address then fixed for payment of rent. Either may designate a different address to which notices shall be sent. Notices shall be deemed received the day following the date mailed.