

3. If Verdae sells the leased premises to someone other than the Tenant or its successors or assigns under the lease, Davis agrees to release Verdae from any further obligation hereunder upon Verdae's furnishing Davis with an agreement signed by the purchaser assuming Verdae's obligation to Davis under this agreement. Otherwise, Verdae shall remain liable to Davis hereunder.

4. Davis shall be entitled to receive payment of the commissions provided for hereunder each time a rental payment is received or in the event of a sale to the Tenant or its successors or assigns, at the time the sales price is received.

5. Davis agrees to serve as the rental collection agent for Verdae under the lease and agrees that after deducting the commissions hereinabove provided to hold in escrow or remit the balance of such rental payments to Verdae as Verdae may direct. The termination of Davis as rental collection agent shall not in any way affect Davis' rights to commissions as provided in this agreement.

6. ~~The terms of this Commission Agreement shall be incorporated in the lease agreement between Verdae and the Tenant and in any renewals or extensions thereof and in any new lease agreements between Verdae and the Tenant with respect to the same premises.~~

7. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

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[Signature]

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