

period in which the United States exercises the rights under paragraph (1) above, the Construction Agent (ii) shall be paid an annual amount equal to 95% of the total rentals authorized for such year under Article IV (2) (a) of this agreement, reduced by an amount equal to the average annual amount, as evidenced by the official records of the Construction Agent, previously expended by the Construction Agent in performing its obligations for maintenance and operation in keeping with the standards established by this agreement, particularly Articles III and V.

ARTICLE XXVII

Expiration of the Construction Agent's Rights

1. Upon termination of the twenty (20) year period, all the Construction Agent's rights, title and interest of every kind or nature whatsoever in and to the project shall cease and the Government of the United States will thereupon take over management, control and operation of the project.

2. The Construction Agent covenants that said project, upon termination of its interest therein, as in this Article provided, shall be free and clear of all liens, encumbrances or charges of every kind and nature whatsoever. The Construction Agent further covenants that it will execute all documents which may be necessary to effectuate the purpose of this article.

3. The succession by the Government of the United States to all Construction Agent's rights, title and interest in said project, free and clear of all liens, encumbrances and changes shall be binding on the successor and assignees of the Construction Agent.

ARTICLE XXVIII

Covenant Against Contingent Fees

The Construction Agent warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Construction Agent for the purpose of securing business. For breach or violation of this warranty, the Government of the United States subject to its guaranty without reservation as set forth in Article X (1) shall have the right to annul this agreement with liability or in its discretion to deduct from the sum or sums to be paid by the Government of the United States, if any, the full amount of such commission, percentage, brokerage, or contingent fee.