

2. TERM: To have and to hold the above described premises, together with the privileges, easements, and appurtenances thereunto belonging, subject, however, to the terms, conditions, and covenants expressed and declared herein, unto the Lessee, its successors and assigns, for a term of forty (40) years, beginning on the first day of the month succeeding the exercise of the option to lease the premises described above and ending forty (40) years thereafter unless this lease shall be sooner terminated as hereinafter provided.

3. PURPOSE: It is understood and agreed that the option and lease contained herein are based on the Lessee's agreement to construct a first class motel with swimming pool and related facilities on the premises, and the Lessee agrees that they shall begin construction of this motel upon the exercise of the option to lease.

4. QUIET ENJOYMENT: The Lessor hereby agrees with the Lessee that, conditioned upon the Lessee's observance and performance of the obligations entered into on its behalf, the Lessor warrants and will for the term hereof defend the peaceable possession and enjoyment of the leased premises unto the Lessee, its successors and assigns, against the Lessor, the Lessor's heirs, executors and administrators, and against every person whomsoever lawfully claiming or to claim the same or any part thereof and against the lawful omissions, acts, disturbances, claims and demands of any person or persons whatsoever, except as hereinafter stated, and except as to such portion of the leased premises, if any, as shall be taken under power of eminent domain.

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