

ARTICLE III

RENTALS

3.1 Rentals. Lessee covenants and agrees to pay to Lessor during the Initial Term and, if applicable, the First Renewal Term, the Rental described in the Rent Rider attached hereto as Exhibit "B" and by reference incorporated herein. All Rental shall be paid to Lessor as provided in the Rent Rider.

3.2 Additional Rent. Any and all sums (other than the Rentals described in Section 3.1 and the Rent Rider) which may be or become due and payable by Lessee pursuant to any provisions of this Lease as a result of an Event of Default under this lease, shall be deemed to be Additional Rental hereunder.

ARTICLE IV

USE AND OCCUPANCY

4.1 Purpose. Lessee shall use the Hotel for the operation of a Brock Residence Inns hotel under standards comparable to other Brock Residence Inns hotels operated by Lessee, and related uses and purposes. Lessee shall use its best efforts to operate such Hotel, and related facilities, in an efficient and profitable manner. Lessee may use the Hotel for other legitimate business purposes approved, in writing, by Lessor, and Lessor's consent to such other use or uses shall not be unreasonably withheld. Lessee shall not use or allow the Hotel to be used for any disorderly or unlawful purpose.

4.2 Conformance to Law. In conducting its business at the Hotel, Lessee covenants that it will conform to applicable local zoning and land use laws, regulations, and restrictions and licensing requirements. Lessee shall have the right to contest in good faith and by appropriate means any such law, regulations, restrictions, or licensing requirement, as well as any structural or mechanical alterations or additions in or to the Hotel which shall be required, whether by reason of any changes, subsequent to the Opening Date, in any laws, ordinances, rules or regulations of any governmental authority, or otherwise.

4.3 Title; Quiet Possession. Lessor covenants and warrants that Lessor has full right and lawful authority to enter into this lease for the Term hereof and has and shall on the Opening Date have good title to the Hotel, free and clear of all liens and encumbrances, except Mortgages, and same shall be reflected in the title insurance policy to be provided pursuant to this Agreement. Lessor represents and warrants to Lessee that, so long as no Event of Default (as defined in this Lease) has occurred and is continuing on the part of Lessee hereunder, Lessee shall and may peaceably and quietly possess and enjoy the Hotel in accordance with the terms of this Lease throughout the Term, free from molestation, eviction, interference or disturbance by Lessor, or by any person through whom Lessor shall derive title to the Hotel, or by any other person or persons claiming by, through or under Lessor. Lessor further covenants and agrees to pay, perform and discharge, when due, all obligations for the payment of Mortgage Indebtedness and each and every other obligation contained in any Mortgage.