

covenants of general warranty and further assurances. Lessor shall also furnish to Lessee at Closing such certificates of public officials, officers and/or partners, such opinions of Lessor's counsel and such other instruments and documents as Lessee may reasonably request.

10.6 Closing Costs and Prorations. Lessor shall pay the cost of tax lien certificates, fees and expenses of Lessor's counsel (but not Lessee's counsel) in connection with the preparation of all necessary conveyancing papers and closing services, and all sales taxes, documentary stamp taxes or other taxes arising out of the conveyance of the Hotel to Lessee. Lessee shall pay all recording costs with respect to the warranty deed from Lessor to Lessee. Rental payable by Lessee hereunder shall be apportioned as of the Closing. Since Lessee is required to pay ad valorem taxes, insurance and utility charges under this Lease, no apportionment thereof (except as may be necessary for the computation of Rental) shall be made.

ARTICLE XI

MISCELLANEOUS

11.1 Brock Residence Inn. Lessee covenants and agrees that, during the Term, the Hotel shall be known and designated as a "Brock Residence Inn", or by such other trade name and accompanying phraseology, if any, as may from time to time be approved by the Lessor, which approval shall not be unreasonably withheld by Lessor. Upon expiration or termination of the Term, Lessor agrees to terminate the use of any and all trademarks, trade names, logos, copyrights, and other proprietary marks and information then belonging to Lessee, or over which Lessee, then publicly asserts ownership, and Lessor acknowledges and agrees that no interest in any such proprietary marks and information, nor any goodwill arising from the use thereof in connection with the Hotel, shall inure to the benefit of Lessor or any person claiming by, through or under Lessor.

11.2 Books and Records. Books of account shall be kept by Lessee's accountants on the accrual basis and in material respects in accordance with the Uniform System of Accounts for Hotels, with the exceptions provided in this Agreement. Lessor may at reasonable intervals during the Lessee's normal business hours examine such records. As soon as possible after the close of each Fiscal Year but not later than ninety (90) days thereafter, the Lessee shall furnish Lessor a statement in reasonable detail summarizing the Hotel operations for such Fiscal Year, and a certificate of the Lessee's chief accounting officer certifying that such year-end statement is true and correct. If requested by the Lessor, the Lessee shall provide a true and complete copy of such statement to any Mortgagee at the time it furnishes the same to Lessor. Lessor shall have thirty (30) days after receipt to examine or review said statement or cause the Hotel's books to be audited by an independent certified public accounting firm. The cost of such audit shall be at Lessor's sole expense, and payments made to the independent accounting firm shall not constitute Operating Expense. The Lessee shall cooperate with Lessor and its auditors in the conduct of such audit and shall provide such clarification and supporting data as may be reasonably required for the conduct of such audit and/or Lessor's interpretation of the Hotel's year-end statement.