

a prospective lessee, or give any opinion or approval or disapproval pursuant to the provision of this paragraph, shall in any way be liable to any party hereto on account of any such approval, disapproval or analysis and the parties agree to, jointly and severally, hold any such person, firm or corporation harmless and indemnify the same from any claim or action of any other person which might arise on account of any such analysis, approval or disapproval.

5. Said property shall be leased under the following terms and conditions:

(a) The term of the lease shall be fifty (50) years from date of execution.

(b) The lessee shall agree to construct upon said premises a motor hotel and such other improvements (including a restaurant at lessee's option) as shall be appropriate or necessary to the operation of a motor hotel business and related businesses. At the termination of the lease term, any such permanent improvements shall become a part of the realty and revert to Owners, except for such furniture and equipment as may be removed at that time without damage to the premises or improvements thereon.

(c) The lessee shall pay as rent for the premises the amounts set forth in the following schedule:

For the first seven and one-half ($7\frac{1}{2}$) years,
\$13,300.00 annually.

For the second seven and one-half ($7\frac{1}{2}$) years,
\$15,600.00 annually.

For the third seven and one-half ($7\frac{1}{2}$) years,
\$18,900.00 annually.

Thereafter and to the end of the lease term,
\$22,200.00.

All rental payments shall be due and payable monthly on the first day of each month in an amount equal to one-twelfth ($1/12$) of the total annual rental for the year in which that month may fall. In the event of the execution of this lease on a day other than the first of a month, or if the applicable rate should change during a month, any rent for that month shall be

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