

S.C.

MAR '82

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LEASE AGREEMENT

THIS LEASE is made and entered into in duplicate this 5th day of March, 1980, by and between NORMAN E. WOOD, of Great Falls, Montana, hereinafter referred to as "Lessor", and PAUL M. JACKSON, d/b/a IMPERIAL MOTEL ASSOCIATES, with principal office at Suite 604 - 10655 N.E. 4th, Bellevue, Washington 98004, hereinafter referred to as "Lessee";

W I T N E S S E T H

T h a t

I. LEASED PREMISES

The Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, those certain premises described as follows:

(See Exhibit "A" attached).

This lease shall include all fixtures, equipment, and other personal property on or about the designated premises more particularly described on Exhibit "B" attached hereto. These premises are commonly known or referred to as Greenville Days Inn, Greenville, South Carolina.

II. USE

The premises are to be used only for the purpose of rendering food, lodging and gasoline and related services, and for no other business or purpose without the written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not use or occupy, nor permit or suffer, the demised premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor for any business, use or purpose deemed by Lessor disreputable or extrahazardous, nor in such manner as to constitute a nuisance of any kind, or for any purpose or in any way in violation of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations. Lessee shall immediately upon the discovery of any such unlawful, illegal, disreputable or extrahazardous use take all necessary steps, legal and equitable to compel the discontinuance of such use and to oust and remove any sub-tenants, occupants, or other persons guilty of such unlawful, illegal, disreputable or extrahazardous use.

III. FRANCHISE AGREEMENT & LICENSES

It is understood and agreed that Lessee is the named Franchisee in Franchise Agreement with Days Inn. Lessee shall, at all times during the term of this Lease and any extensions hereof, perform and fulfill all of the terms, conditions and requirements and obligations on the part of the Franchisee therein to be performed and shall keep and maintain said Franchise Agreement on and appurtenant to the leased premises and in good standing and shall not remove, relocate or permit the removal or relocation of said Franchise to premises other than the leased premises. Upon termination of the lease or the earlier cancellation thereof, the Franchise Agreement with Days Inn shall be deemed automatically transferred, assigned and set over to Lessor herein. Lessee agrees to execute and deliver all such documents as may be necessary to effectuate the terms of this paragraph. Further, Lessee does hereby appoint and empower Lessor as his Attorney-in-Fact to execute and deliver all documents to effectuate the terms of this paragraph.

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COPIES OF THIS DOCUMENT ARE ON FILE IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, GREAT FALLS, MONTANA.

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