

ARTICLE 24

Covenants of Lessor

Lessor covenants that it is seized in fee simple of, and has good and marketable title to, the leased premises and that the same is free and clear of all liens, leases and encumbrances, and free and clear of all easements, covenants, conditions and restrictions except such as are not material and do not interfere with the operation of a motor hotel and appurtenances thereon under applicable building and zoning regulations; that Lessor has the full right to make this Lease; and that if and so long as Lessee shall not be in default hereunder, Lessee shall quietly hold, occupy and enjoy the leased premises during all of the term of this Lease without hindrance, ejection or molestation by Lessor any party claiming under Lessor. Lessor agrees upon request by Lessee to sign, promptly and without a charge therefor to Lessee, any application for licenses and permits as may be required by Lessee for the lawful conduct and operation of any business on the leased premises, it being understood and agreed that the cost of obtaining any such license or permit shall be borne solely and entirely by Lessee.

ARTICLE 25

Brokerage Commissions

Lessee warrants and represents that Lessee has employed no broker or agent in connection with the negotiations relating to this Lease, and Lessee shall indemnify and hold harmless Lessor from and in respect of any claim, liability or damage against or to Lessor arising from or in respect of a breach of the foregoing warranty and representation by Lessee. Lessor warrants and represents that Lessor has employed no broker or agent in carrying on the negotiations relating to this Lease, and Lessor shall indemnify and hold harmless Lessee from and in respect of any claim, liability or damage against or to Lessee arising for or in respect of a breach of the foregoing warranty and representation by Lessor.

ARTICLE 26

Cross-Default Provision

It is understood and agreed that Lessor hereunder is also Mortgagee under a permanent first mortgage (the term "mortgage" including a deed of trust for all purposes hereof) of the improvements erected upon the leased premises.

(CONTINUED ON NEXT PAGE)