

Wrap-Around Mortgage of real estate dated March \_\_\_\_\_, 1980, by Paul M. Jackson dba Imperial Motel Associates in favor of Doris B. Frazier, et al, which would have a principal balance for purposes hereof in amount of \$978,437.00.

C. It is the purpose and intent of the parties that the cash rental in paragraph A above shall be net to Lessor and that all costs, expenses, taxes, fees and charges of every kind, description and nature relating to the demised premises, which may arise or become due during the term of this lease shall be paid and satisfied by Lessee.

#### VI. OPTIONS TO EXTEND

Lessee shall have options to extend this lease for two consecutive periods of sixty (60) months each, commencing on the first day following the expiration of the last month of the basic lease term on the same and identical rentals, terms and conditions as are then mutually agreed upon between the Lessor and Lessee.

#### VII. INDEMNITY INSURANCE

Throughout the term of this lease, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, comprehensive general injury, death, and property damage insurance arising from the use, occupancy, or condition of the leased premises and improvements constructed thereon, providing protection of at least \$1,000,000.00 for bodily injury or death for any one (1) person, at least \$1,000,000.00 for any one (1) accident or occurrence, and at least \$100,000.00 for property damage. The Lessor shall be named as an insured under this provision. Lessee shall be provided with a certificate evidencing such insurance coverage.

#### VIII. CASUALTY INSURANCE

Lessee shall maintain, at its sole cost and expense, all improvements hereinafter constructed and now existing on the leased premises together with all fixtures and personal property situated thereon insured against fire or other casualty for which insurance is reasonably obtainable, with extended coverage and malicious mischief and vandalism endorsements, in the maximum amount insurable with respect to said property. Lessee shall furnish Lessor with a certificate evidencing such policies of insurance, and Lessor shall be named upon said policies as an insured. The amount of such insurance shall be no less than \$1,650,000.00 and shall be increased by Lessee from time to time in amounts proportionate to increases in the cost of replacing the property covered by such insurance.

#### IX. ACCIDENTS

All personal property on said leased premises shall be at the risk of Lessee. Lessor, or Lessor's agent, shall not be liable for theft, or any damage, either to person or property, sustained by Lessee or others caused by any defects now in said premises, or the building in which the premises are located, or any service facilities, or hereafter occurring therein, or due to the building in which the leased premises are situated, or any part or appurtenance thereof, becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of other occupants of such building, or any other persons, or due to the happening of any accident from any other cause in and about said building. Lessee agrees to defend and hold Lessor and Lessor's agent harmless from any and all claims for damages suffered or alleged to be suffered in or about the leased premises by any person, firm or corporation.