

claims of the parties thereto during the pendency of the exercise of said power, whichever first occurs, and property is deemed "condemned" on said date.

b. In the event the entire leased premises are taken, or so much thereof are taken that, in Lessee's opinion, said leased premises are no longer suitable for continuation of the business then being conducted thereon, then in either event, this lease shall terminate on the date of condemnation.

c. Lessor and Lessee shall each be entitled to receive and retain such separate awards and portions of lump sum awards, including severance damages, if any, as may be allocated to their respective interests in any condemnation proceedings. Termination of this lease shall not affect the rights of the respective parties to such awards. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

XV. REPLACEMENT OF PERSONAL PROPERTY

Lessee shall have the sole responsibility for necessary replacement of any personal property used in the operation of the leased premises. All such replacement property shall become the property of Lessor. Provided, however, that Lessee shall be able, without receiving permission from Lessor, to encumber said replacement property with chattel mortgages or similar encumbrances incurred coincident with the acquisition of said property and shall pay and satisfy such encumbrances prior to the expiration or prior termination of this lease. Lessee shall obtain the consent of the party holding a security interest in the existing personal property incidental to the replacement thereof.

XVI. PERSONAL PROPERTY TAXES

During the term hereof, Lessee shall pay prior to delinquency all taxes assessed against and levied upon the fixtures, furnishings, equipment, licenses and all other personal property of Lessee contained in the demised premises.

XVII. SIGNS

All signs, symbols, or other advertising media of a permanent nature placed in the windows or doors of the premises, shall be at the sole discretion of the Lessee. Lessor will not unreasonably withhold his consent to any proposed signs. Upon expiration of the Lease or the prior termination thereof, Lessee shall transfer to Lessor all of his right, title and interest in said signs.

XVIII. OPERATING EXPENSES

Lessee shall, throughout the full term of this lease, pay all operating expenses of the motel business to be conducted on the leased premises, including the payment of all license and permit fees, sales taxes and use taxes, and will hold Lessor harmless from liability for such expenses.

XIX. RIGHT TO ENTER

The right is reserved to Lessor, its agents and workmen, at all reasonable times to enter upon any part of the premises for the purpose of inspecting the same and making any repairs which Lessor may deem necessary for the protection or preservation of the building or its equipment or appurtenances. The right to enter as herein reserved does not impose upon Lessor any obligation to enter for any of the aforesaid purposes. Lessor may, during the last thirty (30) days of the lease term, post "For Rent" signs. Any such repairs shall be at the expense of Lessee.

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