LEASE OF HOTEL

THIS LEASE, executed as of the day of make , 1984, by and between SCIOTO VALLEY MORTGAGE COMPANY, an Ohio corporation, whose address is 5150 Reed Road, Columbus, Ohio 43220 (hereinafter referred to as "Lessor") and BROCK RESIDENCE INNS, INC., a Kansas corporation, whose mailing address is 4441 West Airport Freeway, Irving, Texas 75062 (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, the parties hereto desire to make and enter into this Lease upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which are hereby severally acknowledged by the parties, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS OF TERMS

- 1.1 Definition of Terms. The following terms when used in this Agreement shall have the meanings indicated:
- (a) "Capital Replacement Allowance" shall mean three percent (3%) of Gross Revenues for each Fiscal Year or Fractional Year during the Term;
- (b) "Consulting Agreement" shall mean that certain Consulting Agreement of even date herewith by and between Lessor, as owner, and Lessee, as consultant, regarding the development of the Hotel and the rights and responsibilities of the parties with respect thereto.
- (c) "Furnishings and Equipment" shall mean and refer to furniture and furnishings of the Hotel's public areas and suites, office furniture and equipment, uniforms, signs, carpets, television receivers and other electrical and electronic equipment, chinaware, glassware, linens, silverware, utensils, appliances and other items of a like or similar nature, and such other furnishings and equipment as are required for the operation of the Hotel.
- (d) "Hotel" shall mean and refer to the Premises and any and all improvements thereon; and all appurtenances, easements, rights of ingress and egress belonging, attached or appurtaining thereto, now or hereafter existing; and all fixtures and Furnishings and Equipment thereto belonging or appertaining whether now or hereafter existing, but excluding any consumable supplies, inventories or other supplies, all of which shall be furnished by and remain the sole property of Lessee.
- (e) "Mortgage" shall mean and refer to any mortgage, deed of trust or other instrument creating a lien, title interest or encumbrance upon the Hotel, or any portion thereof, hereafter created or granted by Lessor.

ESTABLEM IN MEAN BLUE