

4.4 Title Insurance. Lessor covenants and agrees to provide to Lessee, no later than the Opening Date, a Leasehold Owner's Title Insurance Policy showing Lessee as the owner of the leasehold estate created hereby with respect to the Hotel, in the face amount of the Project Cost, and containing only exceptions for any Mortgages, this Lease and those matters enumerated in Exhibit "C" attached hereto. The cost of such policy shall be paid by Lessor.

4.5 Assignment and Subletting. Lessor shall have the right to mortgage, encumber or otherwise assign its rights under this Lease, or a portion thereof, or convey the premises, or the Hotel, or both, subject to the terms of this Lease, without the consent of Lessee, but no such event shall release Lessor from its obligations to Lessee hereunder. Lessee shall have and is hereby given the right to assign this Lease and to sublet the Hotel in whole or in part, only with Lessor's written consent, which consent shall not be unreasonably withheld.

4.6 Indemnity by Lessee. The Lessee shall defend, indemnify and hold Lessor harmless from and against all claims, suits, judgments, loss, damages, expense (including costs and attorneys' fees), fines and other penal measures, and liability of whatever nature (in this Section, all of the foregoing are collectively referred to as "Liability") to Lessor, incurred by reason of any act, negligence or omission of the Lessee, its employees, agents, representatives, contractors, licensees, or servants (in this Section, all of the foregoing are collectively referred to as "representatives") and which arise out of or in connection with the following:

(a) Violations, as determined by a court of competent jurisdiction, of U.S. Federal, or applicable State and local government laws, rules or regulations (in this Section, all of the foregoing are collectively referred to as "Laws"), including without limiting the foregoing, the failure of the Lessee to comply with the Laws governing employment practices, working conditions and all other matters with respect to the relationships between the Lessee and its representatives; and failure of the Lessee or its representatives to comply with the terms, provisions and conditions of this Agreement:

(i) The cost of compliance with Laws which require repairs or alterations to the Hotel of the nature described in this Lease;

(ii) The cost of civil fines arising out of violations of Laws;

(iii) The cost of any award for back wages (but not including punitive or exemplary damages); and

(iv) The cost of compliance with any Laws prior to the occurrence of a violation or default thereunder and the cost of such compliance after a violation or default thereunder, but excluding all Liability arising out of or in connection with a violation or default thereunder except as provided in this Section; or

(b) Matters affecting more than one Brock Residence Inn hotel which is part of the Lessee's hotel system, and general corporate matters of the Lessee, to the extent that the same are not related to the Hotel.