

Tenant, may be terminated or may be suspended for the period the Tenant is deprived of the premises and thereafter the Tenant may resume its tenancy and the agreement shall continue until the full term thereof has been enjoyed by the Tenant.

(16) Unless prohibited by law, the Tenant shall have the right and option to renew the within lease for an additional fifteen (15) year period upon written notice by Tenant to Landlord sixty (60) days prior to the expiration of the initial lease term, at the yearly rental amount as adjusted by the escalation provision in Paragraph (2) hereof, which yearly rental amount shall continue to be adjusted and increased, but never decreased, at the expiration of each ten (10) years from the original date of this lease. It is presumed that such yearly rental rate payable monthly would have been adjusted in 1981 and 1991 and, upon exercise of the within option with the required written notice, such yearly rental amount payable monthly would be adjusted and increased again in 2001. It is the intention of the parties that the rental amount is to be adjusted and increased at the expiration of each ten (10) years from the original date of this lease throughout the original term and any renewal period, but the rental amount is not to be decreased in the event the Consumer Price Index should decline. The escalation clause referred to herein shall only apply for rental increases and there shall be no rental decreases by operation thereof.

(17) The Tenant shall be solely responsible for the payment of any and all taxes, ad valorem taxes, assessments, including, but not limited to, water and sewer assessments, applicable to the leasehold premises.

(18) It is agreed that the leased premises shall be used for the purpose of conducting the business of a motel, which may have adjacent automobile service station in connection thereto, and that no other business or activity shall be conducted upon the leasehold premises without the written consent of the Landlord, which consent shall not be unreasonably withheld.

(19) The Tenant will be required to secure a real estate mortgage not to exceed One Million, Four Hundred Thousand (\$1,400,000.00) Dollars incident to its permanent loan from Fidelity Federal Savings & Loan

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