

and upon being furnished with satisfactory evidence that there are no liens, rights to liens, or notices of liens for materials furnished or labor performed under said contract.

(d) All expenses, costs and fees of the escrow agent are to be paid by the Borrower.

(e) The Borrower covenants and agrees that upon receipt by the Borrower and Lender of the fire or other casualty loss proceeds from the casualty company the Borrower will proceed with reasonable dispatch and promptness to submit plans and specifications pursuant to (a) above, and will thereafter continue its efforts with reasonable dispatch and promptness toward completing such repairing and re-building as is contemplated herein.

(2) All terms and conditions of the original Agreement of June 20, 1960, except as modified expressly by this agreement, shall remain unchanged and continue in full force.

IN WITNESS WHEREOF, the Borrower and Lender have executed this agreement by their respective officers thereunto duly authorized and have affixed hereto their corporate seals, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
As to The Travelodge Corporation
[Signature]
As to Jefferson Standard Life Insurance Company

THE TRAVELODGE CORPORATION

By [Signature]
And [Signature]

JEFFERSON STANDARD LIFE INSURANCE COMPANY

By [Signature]
VICE - PRESIDENT

LNB
[Signature]