

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, IT IS AGREED AS FOLLOWS:

1. That all provisions of said Lease dated December 1, 1966, obligating Little to build a Howard Johnson Motor Lodge or any other motel on the demised premises is hereby deleted.
2. Little shall nevertheless have the option, right and privilege of constructing a motor lodge on the premises at any time during the term of the original lease or any renewal thereof.
3. If the construction of a motor lodge or motel is not commenced on or before January 1, 1968, the guaranteed rent provided in Paragraph 3 of said Lease shall be increased during the first 15 years from \$11,000.00 to \$12,000.00 per annum, which guaranteed minimum rental shall be payable by Little until such time as a motor lodge or motel is constructed on the demised premises, at which time the guaranteed minimum rental shall revert to \$11,000.00 per annum for the remainder of the original first 15 year term of said Lease.
4. If a motor lodge or motel is not constructed on the property, Little shall have the option, right and privilege of using any part of the demised premises not used for the Howard Johnson Restaurant for any lawful business engaged in the sale of goods or services to the public, provided, however, that if any part of the demised premises is used for any other purpose than a restaurant or motor lodge or motel, Little will pay to Moore two per cent (2%) of the gross revenues from such other business other than a restaurant, motor lodge or motel as might be conducted by Little on the demised premises.
5. Moore acknowledges receipt of a copy of the first mortgage loan commitment of Liberty Life Insurance Company in the amount

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