

XXV.

NOTICES:

All notices to the Lessee shall be sent by registered or certified mail addressed to the Lessee at its business offices at One Howard Johnson Plaza, Boston (Dorchester), Massachusetts 02125 or at such other address as the Lessee shall designate in writing. A copy of all such notices shall also be mailed to Howard Johnson's legal department, 45 Rockefeller Plaza, New York, N. Y. 10020.

All notices to the Lessor shall be sent by registered or certified mail to the Lessor at or at such other address as the Lessor shall designate in writing. Notwithstanding any provisions in this lease to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either party to the other. All payments to the Lessor under the terms of this lease shall be made at the address designated for notices to the Lessor.

XXVI.

RIGHTS TO PURCHASE:

~~Lessee or its nominee shall have the option to purchase the herein demised premises, together with the buildings and improvements thereon at any time during the term of this lease or any extension thereof, for the sum of \$..... Such option may be exercised by written notice thereof from Lessee to Lessor.~~

Within thirty (30) days of such notice, the Lessor will furnish to the Lessee evidence of good and marketable title to said demised premises. If title is satisfactory to Lessee, Lessee shall tender the purchase price to Lessor and Lessor at the time of such tender shall deliver to Lessee a full covenant and warranty deed conveying said premises and all buildings, improvements and equipment thereon to Lessee, in fee simple, free and clear of all liens, encumbrances and restrictions whatsoever, except as agreed to by Lessee. All proper adjustments shall be made at the time of such conveyance.

Without prejudice to the foregoing option, Lessee shall have the pre-emptive right during the term of this lease of any extension thereof to purchase said premises, including all buildings, improvements and equipment thereon owned by Lessor, on the same terms and conditions as those of any bona fide offer received by and acceptable to Lessor and Lessor, before making any sale or any agreement to sell, shall notify Lessee in writing of the terms and conditions of such offer. Lessee, within thirty days after receipt of such notice, may exercise this pre-emptive right by written notice to Lessor to that effect. Failure of Lessee to exercise this pre-emptive right on one or more occasions shall not affect Lessee's right to exercise it on any subsequent occasion. Any sale or transfer of the demised premises, or any part thereof, or of any premises of which the demised premises may be a part, shall be expressly made subject to all of the terms, covenants and conditions of this lease.

XXVII.

ADJACENT CONSTRUCTION:

~~This Lease is entered into by Lessee in contemplation of the construction of a Howard Johnson's on property adjacent to the demised premises under the terms of that certain Agreement between~~

~~as and which agreement is of even date herewith. In the event that shall fail to construct and operate said according to the terms and conditions of said Agreement then this Lease may be cancelled by Lessee herein upon thirty (30) days written notice to the Lessor, or at Lessee's option, Lessee may elect to occupy and commence business upon the demised premises in consideration of the payment of percentage rental in the amount of five percent (5%) of the gross sales only, and without the term of this Lease having commenced. In the event construction is not completed within six (6) months from the commencement of business upon the demised premises Lessee may cancel this Lease as above provided.~~

XXVIII.

MODIFICATION:

No modification, alteration or amendment of this lease shall be binding unless in writing and executed by the parties hereto, their heirs, successors or assigns.

XXIX.

MISCELLANEOUS:

Neither the Lessor nor the Lessee nor any of their agents have made any statement, promises or agreements verbally or in writing in conflict with the terms of this lease. Any and all representations by either of the parties or their agents made during negotiations prior to execution of this lease and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. The Lessor agrees to indemnify and hold the Lessee harmless from any and all claims, costs or damages by any person or firm claiming to have negotiated, instituted or brought about this lease. It is further agreed that this lease contains the entire agreement between the parties, with respect to the demised premises and no rights are to be conferred upon the Lessor until this lease has been executed by the Lessee.

All terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender.

The agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

The Lessor and Lessee are not and shall not be considered joint adventurers nor partners and neither shall have power to bind or obligate the other except as set forth herein.

The head notes to the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way confine, limit or describe the scope or intent of any section of this Agreement, nor in any way affect this Agreement.

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