

ADDENDA

(D) Within thirty (30) days after the execution of this Lease the Lessor herein named shall deliver to the Lessee, herein named, true copies of such evidence of title as is customarily used in the general vicinity of the Demised Premises, whether title insurance policy, abstract or otherwise. If Lessee's attorneys, within thirty (30) days following the delivery of such evidence of title, shall find that the Fee Owners' title to the Demised Premises is not good and marketable, or that they did not have good right, full power and lawful authority to make and enter into said Prime Lease, or that the Lessor herein named did not have good right, full power and lawful authority to make and enter into this Lease for the term thereof and any extensions thereof, or that the Prime Lease has been amended, modified or otherwise changed since the execution and delivery thereof, except as aforesaid or that there are any defaults thereunder, or that the Demised Premises are not free and clear of all restrictions, encumbrances and easements, as aforesaid, or that the Prime Lease is not valid, subsisting and binding in any respect upon the parties thereto, and their respective heirs, executors, administrators, legal representatives, successors and assigns, then and in any such event or events Lessee herein named shall have the right and option of cancelling this Lease, thereby being released of all of the several covenants herein contained as of the date that notice of the exercise of such option is given to Lessor.

(E) The Lessor hereby covenants and agrees that during the term of this Lease and any extensions thereof, it will not enter into any agreement amending, modifying, altering or otherwise changing the Prime Lease, nor will Lessor surrender or cancel the Prime Lease, without the Lessee's prior written consent. Lessor hereby further covenants and agrees that in the event Lessor shall be in default under, or shall breach or fail to perform any of the covenants, provisions and agreements of the Prime Lease, that Lessee hereunder may cure and remedy any such default, breach or failure and, if in such event Lessee pays or is required, obliged or caused to pay any sums of money, Lessor shall on demand repay same to Lessee together with interest thereon at the maximum legal rate or if there is no maximum legal rate then at the rate of six percent (6%) per annum and any and all penalties, costs, reasonable attorneys' fees, damages and expenses that may be incurred by the Lessee, and said amounts so payable by Lessor to Lessee shall be secured by, and Lessee shall have a mortgage lien therefor, upon and against Lessor's leasehold interest in and to the entire premises mentioned and described in the Prime Lease, together with the interest thereon, as aforesaid. In the event Lessor fails, refuses or neglects to repay or reimburse Lessee as aforesaid, in addition to any and all rights and remedies that Lessee has or may have for the recovery of any such amount or amounts by action at law or in equity, including but not limited to foreclosure of said lien, Lessee shall have the right to, and may deduct and retain from any rental or other sums of money due or payable to Lessor under this Lease, the amount or amounts payable by Lessor to Lessee hereunder until the same is fully paid to, or recouped by, Lessee.

Addenda page...3...to lease dated...November 19, 1971
 between...GREENVILLE RESTAURANTS, INC....Lessor
 and...HOWARD JOHNSON COMPANY (INC.)...Lessee

Initial:
 Lessor *HJM*
 Lessee *HJD*