

mentioned Lease Agreement, in the use, possession and enjoyment of the said land and premises demised to said Lessee thereunder, as aforesaid in the event of default under or foreclosure of the said mortgage held by the Mortgagee, as aforesaid;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), lawful money of the United States of America, and other good and valuable consideration in hand paid by each of the parties hereto unto the other, the receipt of which is hereby acknowledged, the parties hereto do hereby mutually agree, as follows:

1. That the aforementioned Operator's Agreement dated October 17, 1966 and the aforementioned Mortgagee Agreement dated March 29, 1968 and each of them be and the same hereby are cancelled and terminated as of the 2nd day of July, 1971 and that none of the parties thereto shall have any rights, obligations or liability of any kind or nature whatsoever thereunder excepting those that have accrued prior to and up to said date.

2. That so long as the Lessee under the aforementioned Lease Agreement dated ^{November} ~~July~~ 19, 1971 between said GREENVILLE RESTAURANTS, INC., as Lessor, and HOWARD JOHNSON COMPANY, as Lessee, shall not be in default thereunder, neither the holder of the said mortgage nor any purchaser at a foreclosure sale thereunder, nor the grantee under any deed in lieu of foreclosure, shall deprive or disturb the Lessee in its use, possession and enjoyment of the land and premises demised and leased to the Lessee under said Lease Agreement, and that in case of the foreclosure of such mortgage, such foreclosure shall not operate to terminate said Lease Agreement. It is hereby further understood and agreed that in the event of a foreclosure of such mortgage, the Lessee will attorn to the

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