

TO HAVE AND TO HOLD the said premises, together with its rights and appurtenances unto the Lessee, subject to the following conditions and covenants.

II.

TERM:

See Addendum to Art. II

~~The Lessee, its successors and assigns, are to have and to hold the above described premises together with the rights and appurtenances thereto for an original term of _____ years. Said original term shall commence to run from and after either (1) the date Lessee commences operation of business upon the herein demised premises, or (2) no later than thirty (30) days following acceptance in writing of the buildings and land improvements by Lessee's authorized agent as hereinafter provided, and of certain motor lodge buildings and land improvements on adjacent premises as provided by a motor lodge Lease between the parties hereto of even date herewith, whichever date first occurs. The date said original term commences shall be called in this lease the "commencement date." In order to avoid any subsequent controversy as to the exact "commencement date" of this lease, the parties hereto agree upon demand of the other to execute a written declaration in recordable form expressing the commencement and termination dates of the term hereof, when such exact dates have been determined.~~

a) *First Extension:* Provided that the said Lessee be not in default in the keeping and performing of any of the covenants of this Lease, it shall have the option, right and privilege of an extended term hereof for an additional period of **ten** years, commencing at midnight on the day on which the original term of this lease terminates.

b) *Second Extension:* Provided that the said Lessee be not in default in the keeping and performing of any of the covenants of this lease, it shall have the option, right and privilege of an extended term hereof for an additional period of **ten** years, commencing at midnight on the day on which the first extension of this lease terminates.

~~c) *Third Extension:* Provided that the said Lessee be not in default in the keeping and performing of any of the covenants of this lease, it shall have the option, right and privilege of an extended term hereof for an additional period of _____ years, commencing at midnight on the day on which the second extension of this lease terminates.~~

The parties agree that said lease extensions shall be automatic so that unless the Lessee shall give to the Lessor notice that it does not intend to extend this lease, which notice must be given not later than ninety (90) days prior to the expiration of the term specified above, or the then existing extended term, the parties hereto shall be bound each to the other, to the obligations, covenants and agreements of this lease for such additional term of years as set forth in said extensions.

III.

~~CONSTRUCTION:~~

~~Lessor shall deliver to Lessee within thirty (30) days from date of this Lease a topographical survey and topographical data as requested by Lessee. The Lessor covenants to commence construction upon the land hereby demised within ninety (90) days of the date of delivery of final plans and specifications by Lessee, and to fully complete within a reasonable time thereafter, at Lessor's sole cost and expense, a new building and land improvements in conformity with said final plans and specifications, as hereinafter provided, and in accordance with applicable governmental requirements for the use and occupancy of Lessee or its assignees, said building to be a _____ typical plans and~~

specifications for which have been inspected by and are hereby approved by Lessor. The Lessee will prepare final plans and specifications substantially in accordance with the approved typical plans, except for such changes as may be required by governmental ordinances and regulations applicable to that type of construction, and said final plans and specifications, with the plot plan attached thereto, shall be deemed to be part of this Lease. Lessee agrees to furnish up to twelve (12) sets of final plans and specifications at no cost to Lessor and should Lessor desire additional plans and specifications, Lessor agrees to pay the sum of \$25.00 for each additional set. Should the Lessor fail to commence construction within the time specified (except when such failure is due to war, governmental restrictions, strikes or Acts of God), Lessee may serve a written three (3) days' notice of cancellation of this Lease upon Lessor and, upon expiration of said three (3) days, this Lease shall automatically terminate. Having commenced construction, should the Lessor fail to construct in accordance with final plans and specifications or fail to fully complete construction within a reasonable time (except if delayed by war, governmental restrictions, strikes or Acts of God), Lessee, after giving Lessor thirty (30) days' written notice within which to cure or remedy said failure, may elect to cancel and terminate this Lease. Any termination or cancellation exercised by Lessee under the provisions of this paragraph shall relieve Lessee from any and all obligations hereunder. Said building and improvements shall be deemed fully completed by Lessor upon acceptance thereof in writing by an authorized agent of Lessee, which acceptance shall not be unreasonably withheld, however, neither payment of rental nor occupancy of the demised premises nor both shall be construed as acceptance. The building, improvements and appurtenances thereto together with the completed driveways and parking area and the land described in Article I hereof, shall be deemed to be the premises hereby demised.

The contract for construction of said building will be submitted to Lessee prior to execution by Lessor and will not be let without the written approval of the Lessee. Prior to commencement of construction Lessor will furnish Lessee with a completion bond naming Lessee as an additional obligee, and will obtain from the proper governmental authority a license or permit allowing the Lessee to erect and maintain the standard "Howard Johnson's" sign at the location indicated on the aforementioned plot plan and such licenses or permits as may be necessary to allow Lessor to construct and the Lessee to use the driveways and/or accessways shown on said plot plan.

At least forty-five (45) days prior to the date the building and improvements are expected to be ready for occupancy, Lessor shall so notify Lessee, who shall then have the right to move its equipment into the building provided such does not interfere with Lessor's construction.

The Lessor agrees at its expense to have the construction of said building supervised by a qualified and duly licensed architect who shall submit to the Lessee written interim progress reports and a final report that said building has been constructed in accordance with said plans and specifications. Any architect and/or contractor employed by the Lessor in connection with the construction of the improvements above described shall be the agent solely of Lessor, and Lessor agrees to remain responsible for all fees and expenses of such persons.

~~The Lessee shall have the right at its own expense to keep an employee upon the premises at such times as it may deem necessary during the period of construction of the aforementioned new buildings and land improvements to~~