

and to the sale or furnishing, free of charge, of peanuts, popcorn, potato chips and pretzels, as aforesaid, that the Lessor shall operate and conduct the said Wicked Witch Lounge in a dignified and reputable manner, consistent with and in keeping with the good name, reputation and image of the Lessee, and shall expressly prohibit any form of business activity or entertainment that would be contrary to, or inconsistent with, or reflect in any way upon the said good name, reputation and image of the Lessee, and if any difference of opinion shall arise between the parties in this respect, the Lessee shall have the sole right to determine such issue, which decision of the Lessee shall be binding upon the Lessor. It is further understood and agreed that the said Wicked Witch Lounge shall be operated by the Lessor as Licensee under the License Agreement dated October 17, 1966, and that the Lessor as Licensee or otherwise shall not assign, lease, sublease, transfer or license the operation thereof to any other person, firm, or corporation without the written consent of the Lessee.

In the event that the laws of the State of South Carolina shall permit the sale of alcoholic beverages in the said Wicked Witch Lounge and the conduct and operation of said Wicked Witch Lounge as a cocktail lounge for the sale and service of alcoholic beverages 'by the drink' so-called, then and in such event the Lessee shall have the right to obtain a lease from the Lessor of the said Wicked Witch Lounge and the furniture, fixtures, equipment, appliances, utensils, silverware, china and glassware and all other personal property used in connection with the operation of said Wicked Witch Lounge, and the rights and appurtenances thereto including but not limited to the right of ingress and egress thereto from the adjoining streets and roadway upon the same terms and conditions which are set forth and contained in this Lease except that the original term of said Lease shall expire on the same date when the original term of this Lease shall expire and that the rental to be paid by the Lessee for said Wicked Witch Lounge under such Lease shall be such as the parties hereto shall agree upon. In the event that the parties hereto shall be unable to agree upon such rental, then the same shall be determined by three arbitrators who are qualified to determine the rental value of real property. Each party shall select one arbitrator and the two arbitrators so chosen shall select the third arbitrator. The decision of a majority of the arbitrators so chosen shall be conclusive and the arbitrators shall exclude from their decision any consideration or value for good-will or going concern value. The Lessee shall have the right at any time within thirty (30) days after being advised in writing of the decision of the arbitrators as aforesaid, to lease the said Wicked Witch Lounge and the furniture, fixtures, equipment, appliances, utensils, silverware, china and glassware and all other personal property used in connection with the operation of said Wicked Witch Lounge, at the rental fixed by the said arbitrators, as aforesaid."

Addenda page 5 to lease dated November 19, 1971  
 between GREENVILLE RESTAURANTS, INC. Lessor  
 and HOWARD JOHNSON COMPANY (INC.) Lessee

Initial:  
 Lessor HJP  
 Lessee HJM