

Moore agrees not to divulge to any person or persons, firm or corporation, the amount of sales made by Little in and from the demised premises except such as may be necessary to enforce Moore's rights to percentage rent as hereinabove provided.

In the event bar sales are lawfully allowed on the premises, the definition of gross bar sales and the books and records pertaining to such sales shall be in accordance with the above provisions. The use of the word "bar" in this lease contemplates over-the-counter sale of spirituous liquors and does not contemplate the sale of spirituous liquors by a restaurant in strict conjunction with the service of meals. The word "bar" does contemplate a bar operated as a private club on the premises, if such be lawful.

Reference to bar sales does not constitute any representation by Little that a bar will be maintained upon the premises.

4. Little represents that he has a franchise to operate a Howard Johnson Motel and Restaurant on the property.

5. So long as "Howard Johnson" does not cancel its franchise, the property shall be used as a Howard Johnson Motel and Restaurant until such time as the mortgage referred to in this agreement is fully paid, after which it may be used as a motel and restaurant with or without the Howard Johnson franchise.

6. Little will construct, at his expense, a sixty to sixty-six (60 to 66) unit motel and a restaurant with a capacity of one hundred twenty-five to one hundred fifty (125 to 150) persons on the premises. The parties contemplate that the restaurant may be constructed substantially in advance of the motel.

(Continued on next page)