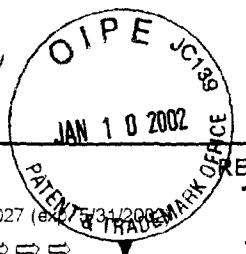


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(Rev. 03/01)
OMB No. 0651-0027 (e)
Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Friendly Ice Cream Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Massachusetts**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Friendly's Realty I, LLC**
Internal Address: _____
Address: _____
Street Address: **1855 Boston Road**
City: **Wilbraham** State: **MA** Zip: **01095**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Limited Liability Company**
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: **December 19, 2001**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1704309; 1597640; 1595593

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Friendly's Realty I, LLC**
 Internal Address: _____
 Street Address: **1855 Boston Road**
 City: **Wilbraham** State: **MA** Zip: **01095**

7. Total fee (37 CFR 3.41).....\$ **90.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark R. Nethers **Mark R. Nethers** **1/3/02**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 88

01/14/2002 DRYRNE 00000318 1704309 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:48 40.00 00
 02 FC:48 50.00 00



MASTER LEASE

THIS MASTER LEASE (this "Lease") is executed effective as of December 19, 2001 (the "Effective Date"), by and between FRIENDLY'S REALTY I, LLC, a Delaware limited liability company ("Lessor"), whose address is 1855 Boston Road, Wilbraham, Massachusetts 01095-1098, and FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation ("Lessee"), whose address is 1855 Boston Road, Wilbraham, Massachusetts 01095-1098.

WITNESSETH:

THAT, in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree as follows:

1. **Certain Defined Terms.** The following terms shall have the following meanings for all purposes of this Lease:

"ADA" means the Americans with Disabilities Act of 1990, as such act may be amended from time to time.

"Additional Rental" has the meaning set forth in Section 5.B.

"Affiliate" means any Person which directly or indirectly controls, is under common control with, or is controlled by any other Person. For purposes of this definition, "controls", "under common control with" and "controlled by" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise.

"Applicable Regulations" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of each Governmental Authority having jurisdiction over the Lessee, the Concurrent Financing Transactions or any of the Properties, including, without limitation, all health, building, fire, safety and other codes, ordinances and requirements, all applicable standards of the National Board of Fire Underwriters and the ADA and all policies or rules of common law, in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment applicable to Lessee.

"Applicable Rent Reduction Percentage" means, with respect to any Property, a fraction, the numerator of which shall be the original principal balance of the Note corresponding to such Property, and the denominator of which shall be the sum of all of the original principal balances of the Notes corresponding to all of the Properties then subject to this Lease, including such Property.

"Base Annual Rental" means \$2,839,932.72.

"Base Monthly Rental" means an amount equal to 1/12 of the applicable Base Annual Rental.

"Business Day" means any day on which Lender is open for business other than a Saturday, Sunday or a legal holiday, ending at 5:00 P.M. Phoenix, Arizona time.

"Change of Control" means a change in control of Lessee, including, without limitation, a change in control resulting from direct or indirect transfers of voting stock or partnership, membership or other ownership interests, whether in one or a series of transactions, or from a merger or consolidation by Lessee with or into any other entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Lessee.

"Code" means Title 11 of the United States Code, 11 U.S.C. Sec. 101 et seq., as amended.

"Concurrent Financing Transactions" means, collectively, the transaction evidenced by the New Facility and the repurchase (pursuant to a so-called "Dutch Auction") by the Lessee of a portion of the Senior Notes.

"Default Rate" means the lesser of the highest rate for which the undersigned may legally contract or the rate of 14% per annum.

"Disclosures" has the meaning set forth in Section 8.B.

"Effective Date" has the meaning set forth in the Preamble.

"Environmental Condition" means any condition with respect to soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air and any environmental medium comprising or surrounding any of the Properties, whether or not yet discovered, which would reasonably be expected to or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Lessee, Lessor or Lender by any third party (including, without limitation, any Governmental Authority), including, without limitation, any condition resulting from the operation of business at any of the Properties and/or the operation of the business of any other property owner or operator in the vicinity of the Properties and/or any activity or operation formerly conducted by any person or entity on or off any of the Properties.

"Environmental Insurer" means American International Specialty Lines Insurance Company, or such other environmental insurance company as Lessor may select, and its successors and assigns.

"Environmental Laws" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations, orders, injunctions and decrees of Governmental Authorities and common law, relating to Hazardous Materials and/or the protection of human health or the environment by reason of a Release or a Threatened Release of Hazardous Materials or relating to liability for or costs of Remediation or prevention of Releases. "Environmental Laws" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations, rulings, orders or decrees promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations, orders, injunctions and decrees of Governmental Authorities: the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§ 9601 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to USTs), 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 7401 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Endangered Species Act, 16 U.S.C. §§ 1531 et seq. and the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. "Environmental Laws" also includes, but is not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations, orders, injunctions and decrees of Governmental Authorities and common law: conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the property; requiring notification or disclosure of Releases or other environmental condition of any of the Properties to any Governmental Authority or other person or entity, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements relating to Hazardous Materials in connection with permits or other authorizations required by Governmental Authorities; relating to the handling and disposal of Hazardous Materials; or relating to nuisance, trespass or other causes of action related to Hazardous Materials; and relating to wrongful death, personal injury, or property or other damage in connection with the physical condition or use of any of the Properties by reason of the presence of Hazardous Materials in, on, under or above any of the Properties.

"Environmental Liens" has the meaning set forth in Section 7.L(9).

"Environmental Policies" means the environmental insurance policies issued by Environmental Insurer to Lender with respect to the Properties, which Environmental Policies shall be in form and substance satisfactory to Lender in its sole discretion.

"Event of Default" has the meaning set forth in Section 24.

"Existing Facility" means the credit facility evidenced by the Credit Agreement dated November 19, 1997, among Lessee, the several banks and other financial institutions or entities from time to time parties thereto and Société Générale, as arranger and administrative agent, and any amendments or supplements thereto.

"Financial Information" means the financial statements and other financial information concerning Lessee delivered to Lessor by Lessee.

"GAAP" means generally accepted accounting principles consistently applied.

"Governmental Authority" means any governmental authority, agency, department, commission, bureau, board, instrumentality, court or quasi-governmental authority having jurisdiction or supervisory or regulatory authority over any of the Properties or any of the Lessee Entities.

"Hazardous Materials" means (a) any toxic substance or hazardous waste, substance, solid waste or related material, or any pollutant or contaminant; (b) radon gas, asbestos in any

form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment containing dielectric fluid having levels of polychlorinated biphenyls in excess of applicable standards established by any Governmental Authority, or any petroleum product or additive; (c) any substance, gas, material or chemical which is now or hereafter defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous wastes," "regulated substances" or words of similar import under any Environmental Laws; and (d) any other chemical, material, gas or substance the exposure to or release of which is prohibited, limited or regulated by any Governmental Authority that asserts or may assert jurisdiction over any of the Properties or the operations or activity at any of the Properties, or any chemical, material, gas or substance that does or is reasonably likely to pose a hazard to the health and/or safety of the occupants of any of the Properties or the owners and/or occupants of property adjacent to or surrounding the any of Properties.

"Indemnified Parties" means, collectively, the Lender Indemnified Parties, and Lessor, Environmental Insurer, their respective directors, officers, shareholders, trustees, beneficial owners, partners and members, any directors, officers, shareholders, trustees, beneficial owners, partners, members of any shareholders, beneficial owners, partners or members of Lessor or Environmental Insurer, and all employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any of the foregoing, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of the assets and business of Lessor or Environmental Insurer, as applicable.

"Lease Term" shall have the meaning described in Section 4.

"Lender" means GE Capital Franchise Finance Corporation, a Delaware corporation, its successors and assigns, any successor lender in connection with any loan secured by Lessor's interest in any of the Properties, and any servicer of any loan secured by Lessor's interest in any of the Properties.

"Lender Indemnified Parties" means Lender, its directors, officers, shareholders, trustees, beneficial owners, partners and members, any directors, officers, shareholders, trustees, beneficial owners, partners, members of any shareholders, beneficial owners, partners or members of Lender, and all employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any of the foregoing, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of the assets and business of Lender.

"Lessee Entities" means, collectively, Lessee (including any predecessor-in-interest to Lessee) and any Affiliate of Lessee (including any Affiliate of any predecessor-in-interest to Lessee).

"Lessor Entities" means, collectively, Lessor (including any predecessor-in-interest to Lessor) and any Affiliate of Lessor (including any Affiliate of any predecessor-in-interest to Lessor).

"License Agreement" means the License Agreement dated as of the Effective Date between Lessor and Lessee, as the same may be amended from time to time.

"Licensed Concepts" shall have the meaning set forth in the License Agreement.

"Loan Agreement" means the Loan Agreement dated as of the Effective Date in effect between Lessor and Lender, as such agreement may be amended, modified or supplemented from time to time and any and all replacements or substitutions thereof.

"Loan Documents" means, collectively, the Loan Agreement, the Notes, the Mortgages and all other documents, instruments and agreements executed in connection therewith or contemplated thereby, all as amended, modified and supplemented and any and all replacements or substitutions thereof.

"Loan Pool" means:

(i) in the context of a Securitization, any pool or group of loans that are a part of such Securitization;

(ii) in the context of a Transfer, all loans which are sold, transferred or assigned to the same transferee; and

(iii) in the context of a Participation, all loans as to which participating interests are granted to the same participant.

"Losses" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and other costs of defense).

"Marks" shall have the meaning set forth in the License Agreement.

"Material Adverse Effect" means a material adverse effect on (i) any of the Properties, including, without limitation, the operation of any of the Properties as a Permitted Concept, or (ii) Lessee's ability to perform its obligations under this Lease.

"Memorandum" means the memorandum of master lease dated as of the Effective Date between Lessor and Lessee with respect to the Properties. A duplicate original Memorandum will be executed and recorded in the applicable real property records for each Property. Each Memorandum will contain exhibits with the addresses and store identification numbers for all of the Properties and the legal description for the applicable Property.

"Mortgages" means, collectively, the mortgages, deeds of trust or deeds to secure debt, assignments of rents and leases, security agreements and fixture filings dated as of the Effective Date executed by Lessor for the benefit of Lender with respect to the Properties, as such instruments may be amended, modified, restated and/or supplemented from time to time and any and all replacements or substitutions thereof.

"New Facility" means a new credit facility entered into by Lessee on or prior to the date hereof, which (i) is in the principal amount of not less than \$30,000,000, (ii) has a term of not less than three years, and (iii) has a structure and documentation otherwise subject to Lender's approval, including provisions that certain personal property and real property owned by Lessee after the date hereof (excluding Lessee's leasehold interests in the Properties or any properties that are the subject of the Related Leases) may be used by Lessee for mortgage loan transactions, with the net proceeds therefrom (after payment of applicable closing costs) being applied first to the remaining principal amount outstanding under the Existing Facility as of the date hereof (the "Remaining Balance"), with any remaining net proceeds therefrom (the "Excess Proceeds") being applied as Lessee and Lender shall mutually agree; provided that none of the Excess Proceeds shall be required to be applied to any amount under the New Facility.

"Notes" means, collectively, the promissory notes dated as of the Effective Date executed by Lessor and payable to Lender with respect to the Properties, as such notes may be amended, modified, restated and/or substituted from time to time.

"Other Agreements" means, collectively, all agreements and instruments now or hereafter entered into between, among or by (1) any of the Lessee Entities, and, or for the benefit of, (2) any of the Lessor Entities, including, without limitation, the Related Leases; provided, however, the term Other Agreements shall not include this Lease.

"Participation" means one or more grants by Lender or any Affiliate of Lender to a third party of a participating interest in notes evidencing obligations to repay secured or unsecured loans owned by Lender or any Affiliate of Lender or any or all servicing rights with respect thereto.

"Permitted Amounts" means, with respect to any given level of Hazardous Materials, that level or quantity of Hazardous Materials in any form or combination of forms the presence, use, storage, release or handling of which does not constitute a violation of any Environmental Laws and is customarily employed in the ordinary course of, or associated with, similar businesses located in the states in which the Properties are located.

"Permitted Concept" means a Friendly's restaurant.

"Person" means any individual, corporation, partnership, limited liability company, trust, unincorporated organization, Governmental Authority or any other form of entity.

"Personal Property" means all tangible personal property owned by Lessee and now or at any time hereafter located on or at any of the Properties or used in connection therewith, including, without limitation, all goods, machinery, tools, equipment, lobby and all other indoor and outdoor furniture, books, records, manuals, plans, specifications, computer systems, furnishings, inventory, rugs, and maintenance and other supplies; provided, however, the term "Personal Property" shall not include the HVAC, walk-in coolers, walk-in freezers, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks, built-in countertops, plumbing and electrical fixtures, sign poles and lighting poles, all of which items are intended to be fixtures as such term is used within the definition of "Properties". The term "Personal Property" shall not include personal property leased by Lessee from third parties.

"Properties" means, collectively, the parcels of real estate described by address, FFC Number and Unit Number in Exhibit A attached hereto and legally described in Exhibit A-1 attached hereto, all rights, privileges and appurtenances associated therewith, and all buildings, fixtures and other improvements now or hereafter located on such real estate (whether or not affixed to such real estate).

"Property" means any one of the Properties.

"Questionnaires" means the environmental questionnaires completed by Lessee with respect to the Properties and submitted to Environmental Insurer in connection with the issuance of the Environmental Policies.

"Related Leases" means the Master Leases dated as of the Effective Date between an Affiliate of Lessor, as landlord, and Lessee, as tenant, as the same may be amended from time to time.

"Release" means any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials.

"Remediation" means any response, remedial, removal, or corrective action, any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Material required by any Environmental Law or any Governmental Authority, any actions to prevent, cure or mitigate any Release, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or any evaluation relating to any Hazardous Materials.

"Securitization" means one or more sales, dispositions, transfers or assignments by Lender or any Affiliate of Lender to a special purpose corporation, trust or other entity identified by Lender or any Affiliate of Lender of notes evidencing obligations to repay secured or unsecured loans owned by Lender or any Affiliate of Lender (and, to the extent applicable, the subsequent sale, transfer or assignment of such notes to another special purpose corporation, trust or other entity identified by Lender or any Affiliate of Lender), and the issuance of bonds, certificates, notes or other instruments evidencing interests in pools of such loans, whether in connection with a permanent asset securitization or a sale of loans in anticipation of a permanent asset securitization. Each Securitization shall be undertaken in accordance with all requirements which may be imposed by the investors or the rating agencies involved in each such sale, disposition, transfer or assignment or which may be imposed by applicable securities, tax or other laws or regulations.

"Senior Notes" means the 10-1/2% Senior Notes Due December 1, 2007, issued by Lessee.

"Threatened Release" means a substantial likelihood of a Release which requires action to prevent or mitigate damage to the soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air or any other environmental medium comprising or surrounding any of the Properties which may result from such Release.

“*Title Company*” means Lawyers Title Insurance Corporation.

“*Transfer*” means one or more sales, transfers or assignments by Lender or any Affiliate of Lender to a third party of notes evidencing obligations to repay secured or unsecured loans owned by Lender or any Affiliate of Lender or any or all servicing rights with respect thereto.

“*UCC*” shall have the meaning described in Section 30.

“*USTs*” means any one or combination of below or above ground tanks and associated piping systems used in connection with the storage, dispensing and general use of Regulated Substances.

2. ***Demise of Properties.*** In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee’s part to be kept and performed, Lessor hereby leases to Lessee, and Lessee hereby takes and hires, the Properties. The Properties are leased to Lessee “AS IS” and “WHERE IS” without representation or warranty by Lessor and subject to the rights of parties in possession, to the existing state of title, any state of facts which an accurate survey or physical inspection might reveal, and all Applicable Regulations now or hereafter in effect. Lessee has examined each of the Properties and title to each of the Properties and has found all of the same satisfactory for all of Lessee’s purposes.

3. ***Master Lease Characterization.*** A. Lessor and Lessee intend that:

(i) this Lease constitutes a single master lease of all, but not less than all, of the Properties and that Lessor and Lessee have executed and delivered this Lease with the understanding that this Lease constitutes a unitary, unseverable instrument pertaining to all, but not less than all, of the Properties, and that neither this Lease nor the duties, obligations or rights of Lessee may be allocated or otherwise divided among the Properties by Lessee;

(ii) this Lease is a “true lease” and not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease; and

(iii) the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between landlord and tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained herein.

B. Lessor and Lessee acknowledge and agree that the Lease Term, including any term extensions provided for in this Lease, is less than the remaining economic life of each of the Properties.

C. Lessee waives any claim or defense based upon the characterization of this Lease as anything other than a true lease and irrevocably waives any claim or defense which asserts that this Lease is anything other than a true lease. Lessee covenants and agrees that it will not

assert that this Lease is anything but a true lease. Lessee stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Properties as a true lease and further stipulates and agrees that nothing contained in this Lease creates or is intended to create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like. Lessee shall support the intent of the parties that the lease of the Properties pursuant to this Lease is a true lease and does not create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like, if, and to the extent that, any challenge occurs.

D. Lessee waives any claim or defense based upon the characterization of this Lease as anything other than a master lease of all of the Properties and irrevocably waives any claim or defense which asserts that this Lease is anything other than a master lease. Lessee covenants and agrees that it will not assert that this Lease is anything but a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties. Lessee stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Properties as a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties. Lessee shall support the intent of the parties that this Lease is a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties, if, and to the extent that, any challenge occurs.

E. Lessee represents and warrants to Lessor that (i) the Base Annual Rental constitutes the fair market value for the use of the Properties as of the date of this Lease, and was agreed to by Lessor and Lessee on that basis, and (ii) the execution, delivery and performance by Lessee of this Lease does not constitute a transfer of all or any part of the Properties.

F. The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this Section are a material inducement to Lessor entering into this Lease.

4. **Lease Term.** The Lease Term for all of the Properties shall commence as of the Effective Date and shall expire on July 1, 2022, unless terminated sooner as provided in this Lease. The time period during which this Lease shall actually be in effect is referred to herein as the "Lease Term."

5. **Rental and Other Payments.** A. If the Effective Date is a date other than the first day of the month, Lessee shall pay Lessor on the Effective Date the Base Monthly Rental prorated on the basis of the ratio that the number of days from the Effective Date through the last day in the month containing the Effective Date bears to the number of days in such month. Thereafter, on or before the first day of each succeeding calendar month, Lessee shall pay Lessor in advance the Base Monthly Rental.

B. All sums of money required to be paid by Lessee under this Lease which are not specifically referred to as rent ("Additional Rental") shall be considered rent although not specifically designated as such. Lessor shall have the same remedies for nonpayment of Additional Rental as those provided herein for the nonpayment of Base Annual Rental.

6. ***Representations and Warranties of Lessor.*** The representations and warranties of Lessor contained in this Section are being made to induce Lessee to enter into this Lease and Lessee has relied and will continue to rely upon such representations and warranties. Lessor represents and warrants to Lessee as of the Effective Date as follows:

A. ***Organization, Authority and Status of Lessor.*** (i) Lessor has been duly organized or formed and is validly existing and in good standing under the laws of the State of Delaware. All necessary action has been taken to authorize the execution, delivery and performance by Lessor of this Lease and the other documents, instruments and agreements provided for herein.

(ii) The person who has executed this Lease on behalf of Lessor is duly authorized so to do.

B. ***Enforceability.*** This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

7. ***Representations and Warranties of Lessee.*** The representations and warranties of Lessee contained in this Section are being made to induce Lessor to enter into this Lease and Lessor has relied, and will continue to rely, upon such representations and warranties. Lessee represents and warrants to Lessor as of the Effective Date as follows:

A. ***Organization, Authority and Status of Lessee.*** (i) Lessee is duly organized or formed, validly existing and in good standing under the laws of its state of incorporation, and qualified as a foreign corporation to do business in each state where the Properties are located and any other jurisdiction where the failure to be qualified would reasonably be expected to result in a Material Adverse Effect. All necessary corporate action has been taken to authorize the execution, delivery and performance by Lessee of this Lease and of the other documents, instruments and agreements provided for herein.

(ii) The person(s) who have executed this Lease on behalf of Lessee are duly authorized to do so.

(iii) Lessee is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign estate" or "foreign person" (as those terms are defined in the Internal Revenue Code of 1986, as amended). Lessee's U.S. Federal Tax Identification number, Organization Identification number and principal place of business are correctly set forth on the signature page of this Lease.

B. ***Enforceability.*** Upon execution by Lessee, this Lease shall constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

C. *Litigation.* There are no lawsuits, actions, proceedings or investigations pending, or, to the best of its knowledge, threatened against or involving Lessee or any of the Properties before any arbitrator or Governmental Authority, except for such lawsuits, actions, proceedings or investigations which individually or in the aggregate, have not had, and would not reasonably be expected to result in, (i) a Material Adverse Effect or (ii) liability to Lessee (taking into account all applicable insurance, and deductibles and self insured retentions relating thereto) equal to or in excess of \$500,000 for which Lessee has not established adequate reserves.

D. *Absence of Breaches or Defaults.* Lessee is not, and the authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result, in any breach or default under any document, instrument or agreement to which Lessee is a party or by which Lessee, any of the Properties or any of the property of Lessee is subject or bound, except for such breaches or defaults which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a Material Adverse Effect. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order applicable to Lessee or the Properties. None of the Properties are subject to any right of first refusal, right of first offer or option to purchase or lease (other than subleases permitted pursuant to this Lease) granted to a third party.

E. *Liabilities of Lessor.* Lessee is not liable for any indebtedness for money borrowed by Lessor and has not guaranteed any of the debts or obligations of Lessor.

F. *Licenses and Permits; Access.* All required licenses and permits, both governmental and private, to use and operate each of the Properties as a Permitted Concept are in full force and effect, except for such licenses and permits the failure of which to obtain has not had, and would not reasonably be expected to result in, a Material Adverse Effect. Adequate rights of access to public roads and ways are available to each of the Properties for unrestricted ingress and egress and otherwise to permit utilization of each of the Properties for their intended purposes, and all such public roads and ways have been completed and dedicated to public use.

G. *Condition of Properties.* Each of the Properties, including the Personal Property, is in working condition and repair, ordinary wear and tear excepted, fully equipped and operational, free from structural defects, safe and properly lighted.

H. *Utilities.* Adequate public utilities are available at each of the Properties to permit utilization of each of the Properties as a Permitted Concept and all utility connection fees and use charges will have been paid in full, prior to delinquency.

I. *Area Development; Wetlands.* No condemnation or eminent domain proceedings covering all or any portion of the Properties have been commenced or, to the best of Lessee's knowledge, are contemplated. None of the Properties and, to the best of Lessee's knowledge, none of the real property bordering any of the Properties are designated by any Governmental Authority as a wetlands.

J. *Financial Information.* Lessee has delivered to Lessor the Financial Information, which is true, correct and complete in all material respects; there have been no amendments to the Financial Information since the date such Financial Information was prepared or delivered to Lessor. Lessee understands that Lessor is relying upon the Financial Information and Lessee represents that such reliance is reasonable. All financial statements included in the Financial Information were prepared in accordance with GAAP and fairly present, in all material respects, as of the date of such financial statements the financial condition of each entity to which they pertain (on a consolidated basis in the case of Lessee and its subsidiaries other than Lessor Entities). No change has occurred with respect to the financial condition of Lessee and/or the Properties as reflected in the Financial Information which has not been disclosed in writing to Lessor or has had, or could reasonably be expected to result in, a Material Adverse Effect.

K. *Zoning; Compliance With Laws.* Each of the Properties is in compliance with all applicable zoning requirements, and the use of each of the Properties as a Permitted Concept does not constitute a nonconforming use under applicable zoning requirements. Lessee and the Properties are in compliance with all Applicable Regulations except for such noncompliance which has not had, and would not reasonably be expected to result in, a Material Adverse Effect.

L. *Environmental.* Except as disclosed in the Questionnaires:

(1) None of the Properties nor any of the Lessee Entities are in violation of, or subject to, any pending or, to Lessee's actual knowledge, threatened investigation or inquiry by any Governmental Authority or to any remedial obligations under any Environmental Laws, and this representation and warranty would continue to be true and correct following disclosure to the applicable Governmental Authorities of all relevant facts, conditions and circumstances, if any, pertaining to any of the Properties;

(2) All permits, licenses or similar authorizations required to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of any of the Properties by reason of any Environmental Laws have been obtained except to the extent that failure to obtain such permits, licenses or similar authorizations would not be reasonably expected to result in a Material Adverse Effect;

(3) No Hazardous Materials have been used, handled, manufactured, generated, produced, stored, treated, processed, transferred, disposed of or otherwise Released in, on, under, from or about any of the Properties, except in Permitted Amounts;

(4) None of the Properties contain Hazardous Materials, except in Permitted Amounts, or USTs;

(5) To the best knowledge of Lessee, there is no threat of any Release migrating to any of the Properties in excess of Permitted Amounts;

(6) There is no past or present non-compliance with Environmental Laws, or with permits issued pursuant thereto, in connection with any of the Properties;

(7) None of the Lessee Entities has received any written notice or other written communication from any person or entity (including but not limited to a Governmental Authority) relating to Hazardous Materials or Remediation thereof in excess of Permitted Amounts, of possible liability of any person or entity pursuant to any Environmental Law in connection with any of the Properties, other environmental conditions in connection with any of the Properties, or any actual or potential administrative or judicial proceedings in connection with any of the foregoing;

(8) All information known to any of the Lessee Entities or contained in the files of any of the Lessee Entities relating to any Environmental Condition, Releases of Hazardous Materials in, on, under or from any of the Properties, other than in Permitted Amounts, has been provided, or made available, to Lessor, including, without limitation, information relating to all prior Remediation;

(9) All of the Properties have been kept free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law (the "Environmental Liens"); and none of the Lessee Entities has allowed any tenant or other user of any of the Properties to do any act that materially increased the dangers to human health or the environment, posed an unreasonable risk of harm to any person or entity (whether on or off any of the Properties), impaired the value of any of the Properties in any material respect, is contrary to any requirement of any insurer in connection with such insurer providing insurance for the Properties, constituted a public or private nuisance, constituted waste, or violated any covenant, condition, agreement or easement applicable to any of the Properties in any material respect; and

(10) The information and disclosures in the Questionnaires are true, correct and complete in all material respects, and the person or persons executing the Questionnaires were duly authorized to do so.

M. *No Mechanics' Liens.* There are no delinquent accounts payable or mechanics' liens in favor of any materialman, laborer, or any other person or entity in connection with labor or materials furnished to or performed on any portion of the Properties; and no work has been performed or is in progress nor have materials been supplied to the Properties or agreements entered into for work to be performed or materials to be supplied to the Properties prior to the Effective Date, which will be delinquent on or before the Effective Date.

N. *Title to Personal Property.* Lessee is the owner of all Personal Property, free and clear of all liens, encumbrances, charges and security interests of any nature whatsoever, except the liens created by the Lease, and no Affiliate of Lessee owns any of

the Personal Property. Upon the execution and delivery of this Lease, Lessor shall have a first priority lien upon and security interest in all Personal Property.

8. ***Nonconsolidation; Transfer, Participation and Securitization; Compliance Certificate.*** Lessee covenants to Lessor for so long as this Lease is in effect as follows:

A. ***Nonconsolidation Covenants.*** (i) The annual financial statements of Lessee, including consolidated financial statements, if any, shall contain notes stating that (a) all of Lessor's assets are owned by Lessor and (b) Lessor is a separate entity with its own separate creditors which will be entitled to be satisfied out of Lessor's assets.

(ii) Lessee will not assume liability for any indebtedness for money borrowed by Lessor and does not, and will not, guarantee any of the debts or obligations of Lessor. Lessee will not hold itself out as being liable for any obligations or indebtedness of Lessor.

(iii) Lessee shall not and shall use its best efforts to cause its affiliates not to hold Lessor out to the public or to any individual creditors as being a unified entity with assets and liabilities in common with Lessee except that Lessor may be included in Lessee's or its affiliates' reports under the Securities Exchange Act of 1934, as amended, and its and their consolidated financial statements, as appropriate, provided such statements adequately disclose the separate legal existence of Lessor, the separate ownership by Lessor of the Properties and the separate liabilities of Lessor.

(iv) Lessee shall conduct its business so as not to mislead others as to the separate identity of Lessor, and particularly will avoid the appearance of conducting business on behalf of Lessor. Without limiting the generality of the foregoing, no oral and written communications of Lessee, including, without limitation, letters, invoices, purchase orders, contracts, statements and loan applications, will be made in the name of Lessor which to the extent that to do otherwise would materially bear upon the maintenance of Lessor's separate identity.

(v) Lessee will not act in Lessor's name.

(vi) Where necessary and appropriate, Lessee shall disclose the independent business status of Lessor to creditors of Lessee, if any.

(vii) The resolutions, agreements and other instruments of Lessee, if any, underlying the transactions described in this Lease will be maintained by Lessee.

(viii) All transactions between Lessee and Lessor will be no less fair to each party than they could obtain on an arm's-length basis.

(ix) The books, records and accounts of Lessee shall at all times be maintained in a manner permitting the assets and liabilities of Lessor to be easily separated and readily ascertained from those of Lessee.

(x) Lessee will not direct, or otherwise control, the ongoing business decisions of Lessor.

(xi) Lessee will not file or cause to be filed a voluntary or involuntary petition in bankruptcy on behalf of or against Lessor, nor seek substantive consolidation of the assets and liabilities of Lessor and Lessee in any bankruptcy or insolvency proceeding during the Lease Term and for a period of 91 days after the Lease Term.

B. *Transfer, Participation and/or Securitization Covenants.* (i) Lessee agrees to cooperate in good faith with Lessor and Lender in connection with any Transfer, Participation and/or Securitization of any of the Notes, Mortgages and/or any of the Loan Documents, or any or all servicing rights with respect thereto, including, without limitation, (X) providing such documents, financial and other data, and other information and materials (the "Disclosures") which would typically be required with respect to Lessee by a purchaser, transferee, assignee, servicer, participant, investor or rating agency involved with respect to such Transfer, Participation and/or Securitization, as applicable; provided, however, (1) Lessee shall not be required to make Disclosures of any confidential information or any information which has not previously been made public unless required by applicable federal or state securities laws; and (2) each such purchaser, transferee, assignee, servicer or participant acknowledges the confidential nature of such information; and (Y) amending the terms of this Lease to the extent necessary so as to satisfy the requirements of purchasers, transferees, assignees, servicers, participants, investors or selected rating agencies involved in any such Transfer, Participation or Securitization, so long as such amendments would not have a material adverse effect upon Lessee or the transactions contemplated by this Lease. Notwithstanding the preceding sentence, Lessee shall not be required to amend or change: (a) the rent payable under this Lease, (b) the expiration date of the Lease Term, or (c) any other material economic term of this Lease that would have a material adverse effect on Lessee. Lessor shall be responsible for causing Lender to prepare at Lender's expense any documents in connection with any Transfer, Participation and/or Securitization, including without limitation all documents evidencing the amendments referred to in the preceding subitem (Y).

(ii) Subject to the terms of Section 8.B(i) above, Lessee consents to Lessor and Lender providing the Disclosures, as well as any other information which Lessor and Lender may now have or hereafter acquire with respect to the Properties or the financial condition of Lessee to each purchaser, transferee, assignee, servicer, participant, investor or rating agency involved with respect to such Transfer, Participation and/or Securitization, as applicable. Lessee shall pay its own attorney fees and other out-of-pocket expenses incurred in connection with the performance of its obligations under this Section 8.B.

C. *Corporate Fixed Charge Coverage Ratio.* Lessee shall maintain a Corporate Fixed Charge Coverage Ratio of at least 1.10:1, calculated as of the last day of each fiscal year of Lessee. For purposes of this Section, the term "Corporate Fixed Charge Coverage Ratio" shall mean with respect to the twelve month period of time immediately preceding the date of determination, the ratio calculated for such period of time, each as determined in accordance with GAAP, of (a) the sum of Net Income, Depreciation and Amortization, Interest Expense and Operating Lease Expense, minus income taxes or charges equivalent to income taxes allocable to the period of determination, to (b) the sum of Operating Lease Expense, scheduled principal payments of long term Debt, scheduled maturities of all Capital Leases and Interest Expense (excluding non-cash interest expense and amortization of non-cash financing expenses).

For purposes of this Section 8.C, the following terms shall be defined as set forth below:

“*Capital Lease*” shall mean all leases of any property, whether real, personal or mixed, by Lessee, which leases would, in conformity with GAAP, be required to be accounted for as a capital lease on the balance sheet of Lessee. The term “Capital Lease” shall not include any operating lease.

“*Debt*” shall mean with respect to Lessee and for the period of determination (i) indebtedness for borrowed money, (ii) obligations evidenced by bonds, indentures, notes or similar instruments, (iii) obligations to pay the deferred purchase price of property or services, (iv) obligations under leases which should be, in accordance with GAAP, recorded as Capital Leases, and (v) obligations under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (iv) above.

“*Depreciation and Amortization*” shall mean the depreciation and amortization accruing during any period of determination with respect to Lessee, as determined in accordance with GAAP.

“*Interest Expense*” shall mean for any period of determination, the sum of all interest accrued or which should be accrued in respect of all Debt of Lessee, as determined in accordance with GAAP.

“*Net Income*” shall mean with respect to the period of determination, the net income or net loss of Lessee. In determining the amount of Net Income, (i) adjustments shall be made for nonrecurring gains and losses or non-cash items allocable to the period of determination, (ii) deductions shall be made for, among other things, Depreciation and Amortization, Interest Expense, Operating Lease Expense and actual corporate overhead expense allocable to the period of determination, and (iii) no deductions shall be made for income taxes or charges equivalent to income taxes allocable to the period of determination, as determined in accordance with GAAP.

“*Operating Lease Expense*” shall mean the sum of all payments and expenses incurred by Lessee under any operating leases during the period of determination, as determined in accordance with GAAP.

D. *Compliance Certificate.* Within 90 days after the end of each fiscal year of Lessee, Lessee shall deliver a compliance certificate to Lessor in a form to be provided by Lessor in order to establish that Lessee is in compliance in all material respects with all of its obligations, duties and covenants under this Lease.

9. *Rentals To Be Net to Lessor.* The Base Annual Rental payable hereunder shall be net to Lessor, so that this Lease shall yield to Lessor the rentals specified during the Lease Term, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Properties shall be performed and paid by Lessee.

10. **Taxes and Assessments.** Lessee shall pay, prior to the earlier of delinquency or the accrual of interest on the unpaid balance, all taxes and assessments of every type or nature assessed against, imposed upon or arising with respect to Lessor, any of the Properties, this Lease, the rental or other payments due under this Lease or Lessee during the Lease Term which affect in any manner the net return realized by Lessor under this Lease, including, without limitation, the following:

A. All taxes and assessments upon any of the Properties or any part thereof and upon any Personal Property, whether belonging to Lessor or Lessee, or any tax or charge levied in lieu of such taxes and assessments;

B. All taxes, charges, license fees and or similar fees imposed by reason of the use of any of the Properties by Lessee; and

C. All excise, transaction, privilege, license, sales, use and other taxes upon the rental or other payments due under this Lease, the leasehold estate of either party or the activities of either party pursuant to this Lease.

Notwithstanding the foregoing, but without limiting the preceding obligation of Lessee to pay all taxes which are imposed on the rental or other payments due under this Lease, in no event will Lessee be required to pay any net income taxes (i.e., taxes which are determined taking into account deductions for depreciation, interest, taxes and ordinary and necessary business expenses) or franchise taxes (unless imposed in lieu of other taxes that would otherwise be the obligation of Lessee under this Lease, including, without limitation, any "gross receipts tax" or any similar tax based upon gross income or receipts of Lessor which does not take into account deductions from depreciation, interest, taxes and/or ordinary or necessary business expenses) of Lessor, any transfer taxes of Lessor, or any tax imposed with respect to the sale, exchange or other disposition by Lessor, in whole or in part, of any of the Properties or Lessor's interest in this Lease (other than transfer or recordation taxes imposed in connection with the transfer of any of the Properties to Lessee or the termination of this Lease pursuant to the provisions of this Lease).

All taxing authorities shall be instructed to send all tax and assessment invoices to Lessee and Lessee shall promptly provide Lessor and Lender with copies of all tax and assessment invoices received by Lessee. Upon request, Lessee shall also provide Lessor and Lender with evidence that such invoices were paid in a timely fashion. Lessee may, at its own expense, contest or cause to be contested, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) Lessee shall provide written notice to Lessor of any contest involving more than \$25,000.00, (ii) such proceeding shall suspend the collection thereof from the applicable Properties or any interest therein, (iii) neither such Properties nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iv) no Event of Default has occurred and is continuing, and (v) Lessee shall have deposited with Lessor adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Lessee shall have furnished the security as may be required in the proceeding or as may be required by Lessor to insure payment of any contested taxes.

11. **Utilities.** Lessee shall contract, in its own name, for and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Properties during the Lease Term. Under no circumstances shall Lessor be responsible for any interruption of any utility service.

12. **Insurance.** Throughout the Lease Term, Lessee shall maintain with respect to each of the Properties, at its sole expense, the following types and amounts of insurance (which may be included under a blanket insurance policy if all the other terms hereof are satisfied):

A. Insurance against loss, damage or destruction by fire and other casualty, including theft, vandalism and malicious mischief, flood (for each of the Properties which is in a location designated by the Federal Emergency Management Administration as a Special Flood Hazard Area), earthquake (for each of the Properties which is in an area subject to destructive earthquakes within recorded history), boiler explosion (for each of the Properties with a boiler), plate glass breakage, sprinkler damage (for each of the Properties which has a sprinkler system), all matters covered by a standard extended coverage endorsement, special coverage endorsement commonly known as an "all-risk" endorsement and such other risks as Lessor may reasonably require, insuring each of the Properties for not less than 100% of their full insurable replacement cost.

B. Commercial general liability and property damage insurance, including a products liability clause, covering Lessor and Lessee against bodily injury liability, property damage liability and automobile bodily injury and property damage liability, including without limitation any liability arising out of the ownership, maintenance, repair, condition or operation of the Properties or adjoining ways, streets or sidewalks and, if applicable, insurance covering Lessor and Lessee against liability arising from the sale of liquor, beer or wine on the Properties. Such insurance policy or policies shall contain a broad form contractual liability endorsement under which the insurer agrees to insure Lessee's obligations under Section 20 hereof to the extent insurable, and a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of Lessee or Lessor because of the negligence or other acts of the other, shall be in amounts of not less than \$1,000,000.00 per injury and occurrence with respect to any insured liability, whether for personal injury or property damage, or such higher limits as Lessor may reasonably require from time to time, and shall be of form and substance satisfactory to Lessor.

C. Business income insurance or rental interruption insurance, as requested by Lessor, equal to 100% of the Base Annual Rental for a period of not less than six months.

D. State Worker's compensation insurance in the statutorily mandated limits, employer's liability insurance with limits not less than \$500,000 or such greater amount as Lessor may from time to time require and such other insurance as may be necessary to comply with applicable laws.

E. Such other insurance as may from time to time be reasonably required by Lessor or Lender in order to protect their respective interests with respect to the Properties.

All insurance policies shall:

(i) Provide for a waiver of subrogation by the insurer as to claims against Lessor, Lender and their respective employees and agents and provide that such insurance cannot be unreasonably cancelled, invalidated or suspended on account of the conduct of Lessee, its officers, directors, employees or agents;

(ii) Provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by Lessor or Lender and that the insurance policy shall not be brought into contribution with insurance maintained by Lessor or Lender;

(iii) Contain a standard without contribution mortgage clause endorsement in favor of Lender and its successors and assigns as their interests may appear and any other party designated by Lessor;

(iv) Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to Lessor, Lender and to any other party covered by any standard mortgage clause endorsement;

(v) Provide that the insurer shall not have the option to restore the applicable Properties if Lessor or Lessee elects to terminate this Lease in accordance with the terms hereof;

(vi) Be issued by insurance companies licensed to do business in the states in which the Properties are located and which are rated A:VI or better by Best's Insurance Guide or are otherwise approved by Lessor; and

(vii) Provide that the insurer shall not deny a claim because of the negligence of Lessee, anyone acting for Lessee or any tenant or other occupant of any of the Properties.

It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Lessee for its acts or omissions as provided in this Lease. All liability insurance policies (with the exception of worker's compensation insurance to the extent not available under statutory law), shall designate Lessor and Lender and their respective successors and assigns as additional insureds as their interests may appear and shall be payable as set forth in Section 22 hereof. All such policies shall be written as primary policies, with deductibles as follows: (a) for policies described in Section 12.A., no more than \$100,000; (b) for policies described in Section 12.B., no more than \$500,000; (c) for policies described in Section 12.D., no more than \$250,000; and (d) for all other policies, not to exceed 10% of the amount of coverage. Notwithstanding the foregoing, upon any Event of Default, without limitation of Lessor's other remedies hereunder or at law or at equity, Lessor may immediately

require that all deductibles under all insurance policies be reduced to no more than 10% of the amount of the coverage thereunder. In the event Lessee does not so reduce any deductible within five (5) days of demand by Lessor, Lessor may obtain appropriate insurance and Lessor hereby is appointed Lessee's attorney-in-fact to obtain such insurance, it being stipulated such power of attorney is coupled with an interest and is irrevocable and binding. Any other policies, including any policy now or hereafter carried by Lessor or Lender, shall serve as excess coverage. Lessee shall procure policies for all insurance for periods of not less than one year and shall provide to Lessor and Lender certificates of insurance or, upon the request of Lessor or Lender, duplicate originals of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times. In the event of any transfer by Lessor of Lessor's interest in any of the Properties or any financing or refinancing of Lessor's interest in any of the Properties, Lessee shall, upon not less than ten (10) days' prior written notice, deliver to Lessor or any Lender providing such financing or refinancing, as the case may be, certificates of all insurance required to be maintained by Lessee hereunder naming such transferee or such Lender, as the case may be, as an additional named insured to the extent required herein effective as of the date of such transfer, financing or refinancing.

13. ***Tax and Insurance Impound.*** Upon the occurrence of an Event of Default with regard to the payment of taxes or insurance premiums, Lessor may require Lessee to pay to Lessor sums which will provide a single impound account (which shall not be deemed a trust fund) for paying up to the next one year of taxes, assessments and/or insurance premiums for each of the Properties. Upon such requirement, Lessor will reasonably estimate the amounts needed for such purposes and will notify Lessee to pay the same to Lessor in equal monthly installments, as nearly as practicable, in addition to all other sums due under this Lease. Should additional funds be required to pay any amount at any time, Lessee shall pay the same to Lessor on demand. Lessee shall advise Lessor of all taxes and insurance bills which are due and shall cooperate fully with Lessor in assuring that the same are paid. Lessor may deposit all impounded funds in accounts insured by any federal or state agency and may commingle such funds with other funds and accounts of Lessor. Interest or other gains from such funds, if any, shall be the sole property of Lessor. If an Event of Default shall occur subsequent to Lessor requiring the establishment of an impound account pursuant to this Section, Lessor may apply all impounded funds against any sums due from Lessee to Lessor. Lessor shall give to Lessee an annual accounting showing all credits and debits to and from such impounded funds received from Lessee.

14. ***Payment of Rental and Other Sums.*** All rental and other sums which Lessee is required to pay hereunder shall be the unconditional obligation of Lessee and shall be payable in full when due without any setoff, abatement, deferment, deduction or counterclaim whatsoever. Upon execution of this Lease, Lessee shall establish arrangements whereby payments of the Base Monthly Rental and impound payments, if any, are transferred by Automated Clearing House Debit directly from Lessee's bank account to such account as Lessor may designate or as Lessor may otherwise designate; provided, however, upon notice from Lender to Lessee and Lessor delivered in the manner set forth in Section 28, Lessee shall deliver all payments of Base Monthly Rental as specified in such notice from Lender. Any delinquent payment (that is, any payment not made within five calendar days after the date when due) shall, in addition to any other remedy of Lessor, incur a late charge of 5% (which late charge is intended to compensate Lessor for the cost of handling and processing such delinquent payment and should not be

considered interest) and bear interest at the Default Rate, such interest to be computed from and including the date such payment was due through and including the date of the payment; provided, however, in no event shall Lessee be obligated to pay a sum of late charge and interest higher than the maximum legal rate then in effect.

15. *Use.* Except as set forth below, each of the Properties shall be used solely for the operation of a Permitted Concept and for no other purpose. Lessee shall occupy the Properties commencing on the Effective Date and, except as set forth below and except during periods when any of the Properties is untenable by reason of fire or other casualty or condemnation (provided, however, during all such periods while any of the Properties is untenable, Lessee shall strictly comply with the terms and conditions of Section 22 of this Lease), Lessee shall at all times during the Lease Term occupy each of the Properties and diligently operate its business on each of the Properties. Lessee may cease diligent operation of business at any of the Properties for a period not to exceed 90 days and may do so only once with respect to each Property within any five-year period during the Lease Term. If Lessee does discontinue operation as permitted by this Section, Lessee shall (i) give written notice to Lessor within 20 days after Lessee elects to cease operation, (ii) provide adequate protection and maintenance of any such Properties during any period of vacancy, (iii) comply with all Applicable Regulations and otherwise comply with the terms and conditions of this Lease other than the continuous use covenant set forth in this Section, and (iv) pay all costs necessary to restore such Properties to their condition on the day operation of the business ceased at such time as such Properties are reopened for Lessee's business operations or other substituted use approved by Lessor as contemplated below. Notwithstanding anything herein to the contrary, Lessee shall pay the Base Monthly Rental on the first day of each month during any period in which Lessee discontinues operation.

Lessee shall not, by itself or through any assignment, sublease or other type of transfer, convert any of the Properties to an alternative use during the Lease Term without Lessor's consent, which consent shall not be unreasonably withheld or delayed. Lessor may consider any or all of the following in determining whether to grant its consent, without being deemed to be unreasonable: (i) whether the rental paid to Lessor would be equal to or greater than the anticipated rental assuming continued existing use, (ii) whether the proposed rental to be paid to Lessor is reasonable considering the converted use of the Properties and the customary rental prevailing in the community for such use, (iii) whether the converted use will be consistent with the highest and best use of the Properties in any material respect, and (iv) whether the converted use will increase Lessor's risks or decrease the value of the Properties.

16. *Compliance with Laws Generally.* A. Lessee shall, at Lessee's sole cost and expense, take all steps required to ensure that the use and occupation of each of the Properties shall not be in violation of any Applicable Regulations now or hereafter in effect and all restrictions, covenants and encumbrances of record with respect to each of the Properties. In addition, Lessee shall not violate any Applicable Regulations now or hereafter in effect in such manner as would reasonably be expected to result in a Material Adverse Effect. Without limiting the generality of the other provisions of this Section, Lessee shall not violate the ADA, and all regulations promulgated thereunder, as it affects each of the Properties in such manner as would reasonably be expected to result in a Material Adverse Effect.

B. Lessee will not permit any act or condition to exist on or about any of the Properties which will increase any insurance rate thereon, except when such acts are required in the normal course of its business and Lessee shall pay for such increase.

17. *Compliance With Environmental Laws.* Lessee covenants to Lessor and Environmental Insurer for so long as this Lease is in effect that:

(1) The Properties, the Lessee Entities and any other operator or user of any of the Properties shall not be in violation of or subject to any investigation or inquiry by any Governmental Authority or subject to any Remediation obligations under any Environmental Laws (other than any violation, investigation or inquiry disclosed in the Questionnaires).

(2) All uses and operations on or of each of the Properties, whether by Lessee or any other person or entity, shall be in compliance with all Environmental Laws and permits issued pursuant thereto.

(3) There shall be no Releases in, on, under or from any of the Properties, except in Permitted Amounts (other than Releases disclosed in the Questionnaires).

(4) There shall be no Hazardous Materials in, on or under any of the Properties, except in Permitted Amounts (other than Hazardous Material in, on or under any of the Properties disclosed in the Questionnaires).

(5) Lessee shall keep each of the Properties, or cause each of the Properties to be kept, free and clear of all Environmental Liens.

(6) Lessee shall not do or allow any tenant or other user of any of the Properties to do any act that (a) materially increases the dangers to human health or the environment, (b) poses an unreasonable risk of harm to any person or entity (whether on or off any of the Properties), (c) impairs or is reasonably likely to impair the value of any of the Properties, (d) is contrary to any requirement of any insurer in connection with such insurer providing insurance for the Properties, (e) constitutes a public or private nuisance or constitutes waste, or (f) violates any covenant, condition, agreement or easement applicable to any of the Properties which violation would reasonably be expected to result in a Material Adverse Effect.

(7) Lessee shall promptly notify Lessor in writing upon Lessee obtaining actual knowledge of:

(a) any presence of Releases or Threatened Releases in, on, under, from or migrating towards any of the Properties, in excess of Permitted Amounts, including, without limitation, the presence on or under any of the Properties of any Hazardous Materials, apparent or real, in excess of Permitted Amounts;

(b) any non-compliance with any Environmental Laws related in any way to any of the Properties;

(c) any Environmental Lien or any act or omission which could reasonably be expected to result in the imposition of an Environmental Lien against any of the Premises;

(d) any required or proposed Remediation of environmental conditions relating to any of the Properties, including, without limitation, any and all enforcement, clean-up, remedial, removal or other governmental or regulatory actions threatened, instituted or completed pursuant to any of the Environmental Laws affecting any of the Properties;

(e) any written or oral notice or other communication of which any of the Lessee Entities becomes aware from any source whatsoever (including but not limited to a Governmental Authority) relating in any way to Hazardous Materials or Remediation thereof, possible liability of any person or entity pursuant to any Environmental Law relating to the Properties, other environmental conditions in connection with any of the Properties, or any actual or potential administrative or judicial proceedings in connection with the violation by Lessee of any obligations under this Lease; or

(f) any investigation or inquiry initiated by any Governmental Authority relating to the Environmental Condition of any of the Properties.

(8) Lessee shall, at its sole cost and expense:

(a) perform any environmental site assessment or other investigation of environmental conditions in connection with any of the Properties as may be reasonably requested by Lessor (including but not limited to non-invasive sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas); provided, however, that Lessor shall not require or request that Lessee conduct any invasive testing or investigation unless (i) such testing is recommended pursuant to an environmental assessment of the Properties, (ii) Lessor reasonably believes that an the Environmental Condition exists at the Properties or any portion thereof, (iii) there is an uncured Event of Default, (iv) upon the occurrence of an emergency or (v) in connection with any Securitization, Participation, or Transfer or in connection with a proposed sale or conveyance of any of the Properties or a proposed financing or refinancing secured by any of the Properties (Lessee shall share with Lessor and Environmental Insurer the reports and other results thereof, and Lessor, Environmental Insurer and other Indemnified Parties shall be entitled to rely on such reports and other results thereof. Notwithstanding the foregoing to the contrary, Lessee shall be in connection with any Securitization, Participation, or Transfer or in connection with a proposed sale or conveyance of any of the Properties or a proposed financing or refinancing secured by any of the Properties required to perform the foregoing environmental site assessments or other investigations of environmental conditions on a Property only (1) once every year during the term hereof (to the extent this Lease is applicable to such Property), and in each such event upon reasonably prior written notice by Lessor to Lessee

or (2) at any time and without prior written notice (x) Lessor reasonably requests if such request is made because Lessor reasonably believes that an Environmental Condition exists at the Property, (y) upon the occurrence of an emergency, or (z) upon the occurrence and during the continuation of an Event of Default); and

(b) have the Properties inspected as may be required by any Environmental Laws for seepage, spillage and other environmental concerns. Lessee shall provide Lessor with written certified results of all inspections performed on any of the Properties. All costs and expenses associated with the inspection, preparation and certification of results, as well as those associated with any corrective action, shall be paid by Lessee. All inspections and tests performed on any of the Properties shall be conducted in compliance with all Environmental Laws.

(9) Lessee shall, at its sole cost and expense, and without limiting the rights of Lessor under any other provision of this Lease, comply with all reasonable written requests of Lessor to:

(a) reasonably effectuate Remediation of any condition (including but not limited to a Release) in, on, under or from any of the Properties;

(b) comply with any Environmental Law;

(c) comply with any directive from any Governmental Authority; and

(d) take any other reasonable action reasonably necessary or appropriate for protection of human health or the environment.

(10) Lessor, Lender, Environmental Insurer and any other person or entity designated by Lessor, including but not limited to any receiver, any representative of a Governmental Authority, and any environmental consultant, shall have the right, but not the obligation, to enter upon any of the Properties (a) once every year during the term of this Lease, during normal business hours but only upon reasonable notice to Lessee, (b) in connection with any Securitization, Participation or Transfer or in connection with a proposed sale or conveyance of any of the Properties or a proposed financing or refinancing secured by any of the Properties during normal business hours, but only upon reasonable notice to Lessee, or (c) at any time in the event of an emergency, upon reasonable notice that an Environmental Condition exists at any of the Properties, or upon occurrence and during an Event of Default, in any of which events no prior notice shall be required, in order to assess any and all aspects of the environmental condition of any of the Properties and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in the sole and absolute discretion of the party conducting the assessment) and taking samples of soil, groundwater or other water, air, or building materials; provided, however, that no party shall conduct any invasive testing or investigation without Lessee's prior written consent unless such testing is recommended pursuant to an environmental assessment of a Premises. With respect to any inspection hereunder that is conditioned upon reasonable

notice to the Lessee, Lessor shall use good faith efforts to coordinate such inspection with Lessee so as to permit Lessee to have a representative present during such inspection; provided, however, Lessor shall have no liability to Lessee and Lessee shall not have the right to prevent any such inspection if, despite Lessor's good faith efforts, Lessor is unable to coordinate its inspection in a manner facilitating the presence of Lessee's representative at such inspection. Lessee shall cooperate with and provide access to Lessor, Lender, Environmental Insurer and any other person or entity designated by Lessor; provided that Lessor, Lender, Environmental Insurer and any other person shall use commercially reasonable efforts to avoid disturbing Lessee's possession of the Properties and the operation of Lessee's business on the Premises. Any such assessment and investigation shall be at Lessee's sole cost and expense if, at the time such assessment or investigation is undertaken, the party conducting the assessment or investigation has a reasonable basis for believing that a Release has occurred at any of the Properties in excess of Permitted Amounts or if an Event of Default has occurred and is continuing. Otherwise, any such assessment and investigation shall be at the sole cost and expense of the party conducting such assessment and investigation. If invasive testing is permitted pursuant to this Section or Section 23 below, Lessor shall cause any party performing such testing to be appropriately insured or bonded in such amounts as are commercially reasonable.

(11) To the extent any Environmental Condition stems from an action or omission by a party other than Lessee or any of the Lessee Entities (a "Responsible Party"), Lessor agrees that (a) nothing set forth herein shall limit Lessee's rights to seek contribution and/or reimbursement from such Responsible Party or to compel such Responsible Party to take all steps necessary to satisfy Lessee's Remediation obligation with respect to such Environmental Condition, and (b) Lessee shall be deemed to have satisfied any such Remediation obligation to the extent effected by such Responsible Party; provided, however, that nothing herein shall or shall be deemed to obviate, excuse or exonerate Lessee's Remediation obligation with respect to such Environmental Condition to the extent (x) such Responsible Party contests any such Remediation obligation (or the scope thereof) and (y) such Responsible Party does not cause such Remediation obligation to be completed in due course with all due diligence.

The obligations of Lessee and the rights and remedies of Lessor under this Section shall survive the termination, expiration and/or release of this Lease.

18. ***Condition of Properties; Maintenance.*** Lessee shall (i) maintain each of the Properties in good condition and repair, subject to reasonable and ordinary wear and tear, free from actual or constructive waste, (ii) operate, remodel, update and modernize each of the Properties in accordance with those standards adopted from time to time by Lessee on a system-wide basis for Permitted Concepts, with such remodeling and modernizing being undertaken in accordance with Lessee's system-wide timing schedules for such activities, and (iii) pay all operating costs of the Properties in the ordinary course of business. Lessee waives any right to (i) require Lessor to maintain, repair or rebuild all or any part of any of the Properties or (ii) make repairs at the expense of Lessor, pursuant to any Applicable Regulations at any time in effect.

19. **Alterations and Improvements.** Lessee shall not alter the exterior, structural, plumbing or electrical elements of any of the Properties in any manner without the consent of Lessor, which consent shall not be unreasonably withheld or conditioned; provided, however, Lessee may undertake without Lessor's consent (a) any non-structural alterations to any of the Properties that does not devalue such Property, and (b) any structural alterations to any of the Properties costing less than \$150,000 per occurrence in any twelve (12) month period that does not devalue such Property. For purposes of this Lease, alterations to the exterior, structural, plumbing or electrical elements of the Properties shall mean:

(i) alterations which affect the foundation or "footprint" of the improvements at the Properties;

(ii) alterations which involve the structural elements of the improvements at the Properties, such as a load-bearing wall, structural beams, columns, supports or roof; or

(iii) alterations which materially affect any of the building systems, including, without limitation, the electrical systems, plumbing, HVAC and fire and safety systems.

If Lessor's consent is required hereunder and Lessor consents to the making of any such alterations, the same shall be made by Lessee at Lessee's sole expense by a licensed contractor and according to plans and specifications approved by Lessor and subject to such other conditions as Lessor shall require. Any work at any time commenced by Lessee on any of the Properties shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease. Upon completion of any alterations, Lessee shall promptly provide Lessor with (i) evidence of full payment to all laborers and materialmen contributing to the alterations, (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications, (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy), and (iv) any other documents or information reasonably requested by Lessor. Any addition to or alteration of any of the Properties shall automatically be deemed a part of the Properties and belong to Lessor, and Lessee shall execute and deliver to Lessor such instruments as Lessor may require to evidence the ownership by Lessor of such addition or alteration. Lessee shall execute and file or record, as appropriate, a "Notice of Non-Responsibility," or any equivalent notice permitted under applicable law in the states where the applicable Properties are located.

20. **Indemnification.** A. Lessee shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless each of the Indemnified Parties for, from and against any and all Losses caused by, incurred, related to or resulting from:

(1) Any claim initiated by third parties alleging liability on the part of any Indemnified Party arising out of the Concurrent Financing Transactions (including without limitation, in connection with the negotiation of the New Facility and/or relating to Lessee's repurchase of the Senior Notes); and

(2) Lessee's operations of or relating in any manner to any of the Properties, whether relating to their original design or construction, latent defects, alteration, maintenance, use by Lessee or any person thereon, supervision or otherwise, or from any breach of, default under, or failure to perform, any term or provision of this Lease by Lessee, its officers, employees, agents or other persons, or to which any Indemnified Party is subject because of Lessor's interest in any of the Properties, including, without limitation, Losses arising from (a) any accident, injury to or death of any person or loss of or damage to property occurring in, on or about any of the Properties or portion thereof or on the adjoining sidewalks, curbs, parking areas, streets or ways, (b) any use, non-use or condition in, on or about, or possession, alteration, repair, operation, maintenance or management of, any of the Properties or any portion thereof or on the adjoining sidewalks, curbs, parking areas, streets or ways, (c) any representation or warranty made herein by Lessee, in any certificate delivered in connection herewith or in any other agreement to which Lessee is a party or pursuant thereto being false or misleading in any material respect as of the date of such representation or warranty was made, (d) performance of any labor or services or the furnishing of any materials or other property in respect to any of the Properties or any portion thereof, (e) any taxes, assessments or other charges which Lessee is required to pay under Section 10, (f) any lien, encumbrance or claim arising on or against any of the Properties or any portion thereof under any Applicable Regulation or otherwise which Lessee is obligated hereunder to remove and discharge, or the failure to comply with any Applicable Regulation, (g) the claims of any invitees, patrons, licensees or subtenants of all or any portion of any of the Properties or any Person acting through or under Lessee or otherwise acting under or as a consequence of this Lease or any sublease, (h) any act or omission of Lessee or its agents, contractors, licensees, subtenants or invitees, (i) any contest referred to in Section 10, and (j) the sale of liquor, beer or wine on any of the Properties.

B. Lessee shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless each of the Indemnified Parties for, from and against any and all Losses and costs of Remediation (whether or not performed voluntarily), engineers' fees, environmental consultants' fees, and costs of investigation (including but not limited to sampling, testing, and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas) imposed upon or incurred by or asserted against any Indemnified Parties, and directly or indirectly arising out of or in any way relating to any one or more of the following:

(1) any presence of any Hazardous Materials in, on, above, or under any of the Properties;

(2) any past, present or Threatened Release in, on, above, under or from any of the Properties;

(3) any activity by Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from any of the Properties

of any Hazardous Materials at any time located in, under, on or above any of the Properties;

(4) any activity by Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties in connection with any actual or proposed Remediation of any Hazardous Materials at any time located in, under, on or above any of the Properties, whether or not such Remediation is voluntary or pursuant to court or administrative order, including but not limited to any removal, remedial or corrective action;

(5) any past, present or threatened non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with any of the Properties or operations thereon, including but not limited to any failure by Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties to comply with any order of any Governmental Authority in connection with any Environmental Laws;

(6) the imposition, recording or filing or the threatened imposition, recording or filing of any Environmental Lien encumbering any of the Properties;

(7) any administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Lease;

(8) any past, present or threatened injury to, destruction of or loss of natural resources in any way connected with any of the Properties, including but not limited to costs to investigate and assess such injury, destruction or loss;

(9) any acts of Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties in arranging for disposal or treatment, or arranging with a transporter for transport for disposal or treatment, of Hazardous Materials owned or possessed by Lessee, any person or entity affiliated with Lessee or any tenant or other user, at any facility or incineration vessel owned or operated by another person or entity and containing such or similar Hazardous Materials;

(10) any acts of Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties, in accepting any Hazardous Materials for transport to disposal or treatment facilities, incineration vessels or sites selected by Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties, from which there is a Release, or a Threatened Release of any Hazardous Material which causes the incurrence of costs for Remediation;

(11) any personal injury, wrongful death, or property damage arising under any statutory or common law or tort law theory, including but not limited to damages assessed for the maintenance of a private or public nuisance or for the conducting of an abnormally dangerous activity on or near any of the Properties; or

(12) any misrepresentation or inaccuracy in any representation or warranty or material breach or failure to perform any covenants or other obligations pursuant to this Lease.

C. It is expressly understood and agreed as follows:

(1) Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason;

(2) In order to induce Lessor to enter into this Lease, Lessee further hereby agrees and acknowledges that all Indemnified Parties other than Lessee are third party beneficiaries hereunder, entitled to bring an independent action to enforce the terms of this indemnity; and

(3) Losses indemnified by this Section 20 shall exclude Losses suffered by an Indemnified Party directly arising out of the gross negligence or willful misconduct of such Indemnified Party. Notwithstanding the foregoing, (a) the term "gross negligence" shall not include gross negligence imputed as a matter of law to any of the Indemnified Parties solely by reason of the Lessor's interest in any of the Properties or Lessor's failure to act in respect of matters which are or were the obligation of Lessee under this Lease; and (b) with respect to the Lender Indemnified Parties, neither "gross negligence" nor "willful misconduct" shall be imputed as a matter of law solely by reason of Lender's willingness to make the loans evidenced by the Notes or the "Related Notes" (as defined in the Loan Agreement) in conjunction with Lessee entering into the Concurrent Financing Transactions).

21. **Quiet Enjoyment.** So long as Lessee shall pay the rental and other sums herein provided and shall keep and perform all of the terms, covenants and conditions on its part herein contained, Lessee shall have, subject and subordinate to Lessor's rights herein, the right to the peaceful and quiet occupancy of the Properties. Notwithstanding the foregoing, however, Lessee shall in no event be entitled to bring any action against Lessor to enforce its rights hereunder if an Event of Default shall have occurred and be continuing.

22. **Condemnation or Destruction.** A. In the event of a taking of all or any part of any of the Properties for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain or by agreement between Lessor, Lessee and those authorized to exercise such right ("Taking") or the commencement of any proceedings or negotiations which might result in a Taking or any material damage to or destruction of any of the Properties or any part thereof ("Casualty"), Lessee will promptly give written notice thereof to Lessor, generally describing the nature and extent of such Taking, proceedings, negotiations or Casualty and including copies of any documents or notices received in connection therewith. Thereafter, Lessee shall promptly send Lessor copies of all correspondence and pleadings relating to any such Taking, proceedings, negotiations or Casualty. During all periods of time following a Casualty, Lessee shall ensure that the subject Property is secure and does not pose any risk of harm to adjoining property owners or occupants or third-parties.

B. In the event of a Taking of the whole of any of the Properties, other than for temporary use ("Total Taking"), the obligations of Lessee with respect to such Property only shall terminate as of the date of the Total Taking, but this Lease shall otherwise continue in full force and effect with respect to the remaining Properties. From and after the date of a Total Taking, the Base Annual Rental shall be reduced by an amount equal to the product of (i) the Applicable Rent Reduction Percentage for the Property subject to the Total Taking, and (ii) the Base Annual Rental in effect as of the date of such Total Taking (the "Adjustment"). If the date of such Total Taking is other than the first day of a month, the Base Annual Rental payable for the month in which such Total Taking occurs shall be apportioned based on such Adjustment as of the date of the Total Taking. Lessee's obligations to Lessor under Section 20 of this Lease with respect to such Property and Lessee's obligation to pay all other sums of money under this Lease (whether payable to Lessor or to a third-party) which accrue prior to the date of such Total Taking shall survive the partial termination of this Lease with respect to such Property. A Total Taking shall include a Taking, other than for a temporary use, of such a substantial part of any Property as shall result in the portion of such Property remaining after such Taking being unsuitable for use as a Permitted Concept. Lessor shall be entitled to receive the entire award or payment in connection with a Total Taking without deduction for any estate vested in Lessee by this Lease. Lessee hereby expressly assigns to Lessor all of its right, title and interest in and to every such award or payment and agrees that Lessee shall not be entitled to any award or payment for the value of Lessee's leasehold interest in this Lease. Lessee shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of Personal Property, the interruption of its business and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of Lessor's claim for the Total Taking or otherwise reduce the amount recoverable by Lessor for the Total Taking.

C. In the event of a Taking of all or any part of any of the Properties for a temporary use ("Temporary Taking"), this Lease shall remain in full force and effect without any reduction of Base Annual Rental, Additional Rental or any other sum payable hereunder. Except as provided below and subject to the terms and provisions of the Mortgages, Lessee shall be entitled to the entire award for a Temporary Taking, whether paid by damages, rent or otherwise, unless the period of occupation and use by the condemning authorities shall extend beyond the date of expiration of this Lease, in which case the award made for such Taking shall be apportioned between Lessor and Lessee as of the date of such expiration. At the termination of any such Temporary Taking, Lessee will, at its own cost and expense and pursuant to the terms of Section 19 above, promptly commence and complete the restoration of the Property affected by such Temporary Taking.

D. In the event of a Taking which is not a Total Taking or a Temporary Taking ("Partial Taking") or of a Casualty, all awards, compensation or damages shall be paid to Lessor, and Lessor shall have the option to (i) terminate this Lease with respect to the Property affected, provided that Lessor shall have obtained Lender's prior written consent, by notifying Lessee within 60 days after Lessee gives Lessor notice of such Casualty or that title has vested in the taking authority or (ii) continue this Lease in effect, which election may be evidenced by either a notice from Lessor to Lessee or Lessor's failure to notify Lessee that Lessor has elected to terminate this Lease with respect to such Property within such 60-day period. Lessee shall have a period of 60 days after Lessor's notice that it has elected to terminate this Lease with respect to such Property during which to elect to continue this Lease with respect to such Property on the

terms herein provided. If Lessor elects to terminate this Lease with respect to such Property and Lessee does not elect to continue this Lease with respect to such Property or shall fail during such 60-day period to notify Lessor of Lessee's intent to continue this Lease with respect to such Property, then this Lease shall terminate with respect to such Property as of the last day of the month during which such period expired. Lessee shall then immediately vacate and surrender such Property, all obligations of either party hereunder with respect to such Property shall cease as of the date of termination (provided, however, Lessee's obligations to Lessor under any indemnification provisions of this Lease with respect to such Property (including, without limitation, Section 20) and Lessee's obligations to pay Base Annual Rental, Additional Rental and all other sums (whether payable to Lessor or a third party) accruing under this Lease with respect to such Property prior to the date of termination shall survive such termination), the Base Annual Rental shall be reduced by an amount equal to the product of (i) the Applicable Rent Reduction Percentage for such Property and (ii) the Base Annual Rental in effect as of the date of such Partial Taking or Casualty, and Lessor may retain all such awards, compensation or damages. This Lease shall continue in full force and effect with respect to all other Properties. If Lessor elects not to terminate this Lease with respect to such Property, or if Lessor elects to terminate this Lease with respect to such Property but Lessee elects to continue this Lease with respect to such Property, then this Lease shall continue in full force and effect on the following terms: (i) all Base Annual Rental, Additional Rental and other sums and obligations due under this Lease shall continue unabated, and (ii) Lessee shall promptly commence and diligently prosecute restoration of such Property to the same condition, as nearly as practicable, as prior to such Partial Taking or Casualty as approved by Lessor. Subject to the terms and provisions of the Mortgages, Lessor shall promptly make available in installments as restoration progresses an amount up to but not exceeding the amount of any award, compensation or damages received by Lessor after deducting all costs, fees and expenses incident to the collection thereof, including all costs and expenses incurred by Lessor and Lender in connection therewith (the "Net Restoration Amount"), upon request of Lessee accompanied by evidence reasonably satisfactory to Lessor that such amount has been paid or is due and payable and is properly a part of such costs and that Lessee has complied with the terms of Section 19 above in connection with the restoration. Prior to the disbursement of any portion of the Net Restoration Amount with respect to a Casualty, Lessee shall provide evidence reasonably satisfactory to Lessor of the payment of restoration expenses by Lessee up to the amount of the insurance deductible applicable to such Casualty. Lessor shall be entitled to keep any portion of the Net Restoration Amount which may be in excess of the cost of restoration, and Lessee shall bear all additional costs, fees and expenses of such restoration in excess of the Net Restoration Amount. If this Lease is terminated with respect to any Property as a result of a Casualty, simultaneously with such termination Lessee shall pay Lessor an amount equal to the insurance deductible applicable to such Casualty.

E. Any loss under any property damage insurance required to be maintained by Lessee shall be adjusted by Lessor and Lessee. Subject to the terms and provisions of the Mortgages, any award relating to a Total Taking or a Partial Taking shall be adjusted by Lessor or, at Lessor's election, Lessee. Notwithstanding the foregoing or any other provisions of this Section to the contrary but subject to the terms and provisions of the Mortgages, if at the time of any Taking or any Casualty or at any time thereafter an Event of Default shall have occurred and be continuing under this Lease, Lessor is hereby authorized and empowered but shall not be obligated, in the name and on behalf of Lessee and otherwise, to file and prosecute Lessee's claim, if any, for an award on account of such Taking or for insurance proceeds on account of

such Casualty and to collect such award or proceeds and apply the same, after deducting all costs, fees and expenses incident to the collection thereof, to the curing of such default and any other then existing default under this Lease and/or to the payment of any amounts owed by Lessee to Lessor under this Lease, in such order, priority and proportions as Lessor in its discretion shall deem proper.

F. Notwithstanding the foregoing, nothing in this Section 22 shall be construed as limiting or otherwise adversely affecting the representations, warranties, covenants and characterizations set forth in Lease, including, without limitation, those provisions set forth in Section 3 of this Lease.

23. **Inspection.** Lessor and its authorized representatives shall have the right, upon not less than 24 hours written notice, during normal business hours (or without prior notice and at any time in the event of an emergency) to enter any of the Properties or any part thereof at reasonable times in order to inspect the same and make photographic or other evidence concerning Lessee's compliance with the terms of this Lease or in order to show the Properties to prospective purchasers and lenders. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of any of the Properties and any other loss occasioned by such entry so long as Lessor shall have used reasonable efforts not to unreasonably interrupt Lessee's normal business operations. Lessee shall keep and maintain at the Properties or Lessee's corporate headquarters full, complete and appropriate books of account and records of Lessee's business relating to the Properties in accordance with GAAP. Lessee's books and records shall at all times, upon not less than 24 hours written notice, be open for inspection at Lessee's headquarters, by Lessor, Lender and their respective auditors or other authorized representatives and shall show such information as is reasonably necessary to determine compliance with Lessor's obligations under the Loan Documents. With respect to any inspection hereunder that is conditioned upon notice to the Lessee, Lessor shall use good faith efforts to coordinate such inspection with Lessee so as to permit Lessee to have a representative present during such inspection; provided, however, Lessor shall have no liability to Lessee and Lessee shall not have the right to prevent any such inspection if, despite Lessor's good faith efforts, Lessor is unable to coordinate its inspection in a manner facilitating the presence of Lessee's representative at such inspection.

24. **Default, Remedies and Measure of Damages.** A. Each of the following shall be an event of default under this Lease (each, an "Event of Default"):

(i) If any representation or warranty of Lessee set forth in this Lease is false in any material respect, or if Lessee renders any statement or account which is false in any material respect as of the effective date of such representation;

(ii) If any rent or other monetary sum due under this Lease is not paid within five days after the date when due; provided, however, notwithstanding the occurrence of such an Event of Default, Lessor shall not be entitled to exercise its remedies set forth below unless and until Lessor shall have given Lessee notice thereof and a period of five days from the delivery of such notice shall have elapsed without such Event of Default being cured;

(iii) Subject to the provisions of Section 10, if Lessee fails to pay, prior to delinquency, any taxes, assessments or other charges the failure of which to pay will result in the imposition of a lien against any of the Properties pursuant to Applicable Regulations;

(iv) If Lessee becomes insolvent within the meaning of the Code, files or notifies Lessor that it intends to file a petition under the Code, initiates a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (collectively, an "Action"), becomes the subject of either a petition under the Code or an Action, or is not generally paying its debts as the same become due, provided that if the Action is commenced by a party other than a Lessee Entity, the commencement of such Action shall not be an Event of Default hereunder if such Action is dismissed or discharged within sixty (60) days of filing thereof;

(v) If Lessee vacates or abandons any of the Properties other than in accordance with the provisions of Section 15 of this Lease;

(vi) If Lessee shall fail to maintain insurance in accordance with the requirements of Section 12 of this Lease;

(vii) If Lessee fails to observe or perform any of the other covenants, conditions, or obligations of this Lease; provided, however, if any such failure does not involve the payment of any monetary sum, is not willful or intentional, does not place any rights or property of Lessor in immediate jeopardy, and is within the reasonable power of Lessee to promptly cure after receipt of notice thereof, all as determined by Lessor in its reasonable discretion, then such failure shall not constitute an Event of Default hereunder, except as otherwise expressly provided herein, unless and until Lessor shall have given Lessee notice thereof and a period of 30 days shall have elapsed, during which period Lessee may correct or cure such failure, upon failure of which an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such 30-day period, as determined by Lessor in its reasonable discretion, and Lessee is diligently pursuing a cure of such failure, then Lessee shall have a reasonable period to cure such failure beyond such 30-day period, which shall in no event except for Remediation exceed 90 days after receiving notice of such failure from Lessor. Except for Remediation, if Lessee shall fail to correct or cure such failure within such 90-day period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required;

(viii) If there is an "Event of Default" or a breach or default, after the passage of all applicable notice and cure or grace periods, under any of the Related Leases or any of the Other Agreements;

(ix) If a final, nonappealable judgment is rendered by a court against Lessee which (i) has a material adverse effect on the operation of any of the Premises as a Permitted Concept, or (ii) is in an amount greater than \$1,000,000.00; provided, however,

that any such judgment of the nature specified in Sections 24.A(6)(i) and 24.A(6)(ii) shall not result in an Event of Default if (x) such judgment is discharged or provision made for such discharge within 60 days from the date of entry of such judgment, or (y) (1) Lessee has valid and collectible insurance coverage for such judgment and (2) either (a) the total amount of liability of the Lessee not paid or payable by such insurance, taking into account all deductibles or self insured retentions, does not exceed \$1,000,000 or (b) if such liability does exceed \$1,000,000, Lessee has within 30 days of such judgment established sufficient reserves for such liability and provided Lessor with evidence reasonably satisfactory to Lessor that such reserves have been established and will be maintained for as long as such liability remains outstanding; or

(x) If there is any "Event of Default" under that certain Master Lease by and between Lender and Lessee of even date herewith (for purposes of this Section 24A.(x), the term "Event of Default" having the meaning set forth in such Master Lease).

B. Upon the occurrence of an Event of Default, with or without notice or demand, except the notice prior to default required under certain circumstances by subsection A. above or such other notice as may be required by statute and cannot be waived by Lessee (all other notices being hereby waived), Lessor shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at law or in equity, including without limitation, any one or more of the following (to the fullest extent permitted by applicable law) as well as the applicable remedies set forth on the attached Schedule I:

(i) To terminate this Lease, whereupon Lessee's right to possession of the Properties shall cease and this Lease, except as to Lessee's liability, shall be terminated.

(ii) To exercise Lessor's rights under the License Agreement;

(iii) To reenter and take possession of any or all of the Properties, any or all Personal Property located on or at any or all of the Properties in which Lessor shall have a landlord's lien and/or security interest, and, to the extent permissible, all franchises, licenses, area development agreements, permits and other rights or privileges of Lessee pertaining to the use and operation of any or all of the Properties and to expel Lessee and those claiming under or through Lessee, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action. No notice from Lessor hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Lessor to terminate this Lease unless such notice specifically so states. If Lessee shall, after default, voluntarily give up possession of any of the Properties to Lessor, deliver to Lessor or its agents the keys to any of the Properties, or both, such actions shall be deemed to be in compliance with Lessor's rights and the acceptance thereof by Lessor or its agents shall not be deemed to constitute a termination of this Lease. Lessor reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate as specified in said notice.

(iv) To seize all Personal Property located on or at any or all of the Properties, in which Lessor shall have a landlord's lien and/or security interest, and to dispose thereof in accordance with the laws prevailing at the time and place of such seizure or to remove all or any portion of such property and cause the same to be stored in a public warehouse or elsewhere at Lessee's sole expense, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action.

(v) To bring an action against Lessee for any damages sustained by Lessor or any equitable relief available to Lessor.

(vi) To relet any or all of the Properties or any part thereof for such term or terms (including a term which extends beyond the original Lease Term), at such rentals and upon such other terms as Lessor, in its sole discretion, may determine, with all proceeds received from such reletting being applied to the rental and other sums due from Lessee in such order as Lessor may, in its sole discretion, determine, which other sums include, without limitation, all repossession costs, brokerage commissions, attorneys' fees and expenses, employee expenses, alteration, remodeling and repair costs and expenses of preparing for such reletting. Except to the extent required by applicable law, Lessor shall have no obligation to relet any of the Properties or any part thereof and shall in no event be liable for refusal or failure to relet any of the Properties or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to relieve Lessee of any liability under this Lease or otherwise to affect any such liability. Lessor reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate as specified in said notice.

(vii) (x) To recover from Lessee all rent and other monetary sums then due and owing under this Lease and (y) to accelerate and recover from Lessee all rent and other monetary sums scheduled to become due and owing under this Lease after the date of such breach for the entire original scheduled Lease Term.

(viii) To recover from Lessee all costs and expenses, including attorneys' fees, court costs, expert witness fees, costs of tests and analyses, travel and accommodation expenses, deposition and trial transcripts, copies and other similar costs and fees, paid or incurred by Lessor as a result of such breach, regardless of whether or not legal proceedings are actually commenced.

(ix) To immediately or at any time thereafter, and with or without notice, at Lessor's sole option but without any obligation to do so, correct such breach or default and charge Lessee all costs and expenses incurred by Lessor therein. Any sum or sums so paid by Lessor, together with interest at the Default Rate, shall be deemed to be Additional Rental hereunder and shall be immediately due from Lessee to Lessor. Any such acts by Lessor in correcting Lessee's breaches or defaults hereunder shall not be deemed to cure said breaches or defaults or constitute any waiver of Lessor's right to exercise any or all remedies set forth herein.

(x) To immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Lessee held by Lessor under this Lease against any sum owing by Lessee hereunder.

(xi) To seek any equitable relief available to Lessor, including, without limitation, the right of specific performance.

All powers and remedies given by this Section to Lessor, subject to applicable law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Lessor under this Lease, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Lessee contained in this Lease, and no delay or omission of Lessor to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any other or subsequent Event of Default or impair any rights or remedies consequent thereto. Every power and remedy given by this Section or by law to Lessor may be exercised from time to time, and as often as may be deemed expedient, by Lessor, subject at all times to Lessor's right in its sole judgment to discontinue any work commenced by Lessor or change any course of action undertaken by Lessor.

If Lessee shall fail to observe or perform any of its obligations under this Lease or in the event of an emergency, then, without waiving any Event of Default which may result from such failure or emergency, Lessor may, but without any obligation to do so, take all actions, including, without limitation, entry upon any or all of the Properties to perform Lessee's obligations, immediately and without notice in the case of an emergency and upon five days written notice to Lessee in all other cases. All expenses incurred by Lessor in connection with performing such obligations, including, without limitation, reasonable attorneys' fees and expenses, together with interest at the Default Rate from the date any such expenses were incurred by Lessor until the date of payment by Lessee, shall constitute Additional Rental and shall be paid by Lessee to Lessor upon demand.

25. ***Liens; Mortgages, Subordination and Attornment.*** Lessor's interest in this Lease and/or any of the Properties shall not be subordinate to any liens or encumbrances placed upon any of the Properties by or resulting from any act of Lessee, and nothing herein contained shall be construed to require such subordination by Lessor. Lessee shall keep the Properties free from any liens for work performed, materials furnished or obligations incurred by Lessee. NOTICE IS HEREBY GIVEN THAT, UNLESS LESSOR'S PRIOR WRITTEN CONSENT IS OBTAINED, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST, DEED TO SECURE DEBT, SECURITY INTEREST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF ANY OF THE PROPERTIES, THE PERSONAL PROPERTY OR LESSEE'S LEASEHOLD INTEREST IN THE PROPERTIES, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S OWNERSHIP OF THE PROPERTIES.

This Lease at all times shall automatically be subordinate to the Mortgages and to the lien of any and all ground leases, mortgages, deeds to secure debt and trust deeds now or hereafter placed upon any of the Properties by Lessor, and Lessee covenants and agrees to execute and

deliver, upon demand, such further instruments subordinating this Lease to the lien of the Mortgages and any or all such ground leases, mortgages, deeds to secure debt or trust deeds as shall be desired by Lessor, or any present or proposed mortgagees or lenders under deeds to secure debt or trust deeds.

If any landlord, mortgagee, receiver, Lender or other secured party validly exercises its right to elect to have this Lease and the interest of Lessee hereunder be superior to any of the Mortgages or any such ground lease, mortgage, deed to secure debt or trust deed and evidences such election by written notice given to Lessee, then this Lease and the interest of Lessee hereunder shall be deemed superior to any such Mortgage, ground lease, mortgage, deed to secure debt or trust deed, whether this Lease was executed before or after such Mortgage, ground lease, mortgage, deed to secure debt or trust deed and in that event such landlord, mortgagee, receiver, Lender or other secured party shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of such Mortgage, ground lease, mortgage, deed to secure debt or trust deed and had been assigned to such landlord, mortgagee, receiver, Lender or other secured party.

Although the foregoing provisions shall be self-operative and no future instrument of subordination shall be required, upon request by Lessor, Lessee shall execute and deliver whatever instruments may be required for such purposes, and in the event Lessee fails so to do within 10 days after demand, Lessee does hereby make, constitute and irrevocably appoint Lessor as its agent and attorney-in-fact and in its name, place and stead so to do, which appointment shall be deemed coupled with an interest.

In the event any purchaser or assignee of Lender at a foreclosure sale acquires title to any of the Properties, or in the event Lender or any assignee otherwise succeeds to the rights of Lessor as landlord under this Lease, Lessee shall attorn to Lender or such purchaser or assignee, as the case may be (a "Successor Lessor"), and recognize the Successor Lessor as lessor under this Lease, and, if the Successor Lessor in its sole discretion elects to recognize Lessee's tenancy under this Lease, this Lease shall continue in full force and effect as a direct lease between the Successor Lessor and Lessee, provided that the Successor Lessor shall only be liable for any obligations of the lessor under this Lease which accrue after the date that such Successor Lessor acquires title. The foregoing provision shall be self operative and effective without the execution of any further instruments.

Lessee shall give written notice to any lender of Lessor having a recorded lien upon any of the Properties or any part thereof of which Lessee has been notified of any breach or default by Lessor of any of its obligations under this Lease simultaneously with the giving of such notice to Lessor, and Lessee shall give such lender at least 60 days beyond any notice period to which Lessor might be entitled to cure such default before Lessee may exercise any remedy with respect thereto. Upon request by Lessor, Lessee shall also provide Lessee's most recent audited financial statements to Lessor or any such lender and certify the continuing accuracy of such financial statements in such manner as Lessor or such lender may request.

26. ***Estoppel Certificate.*** A. At any time, and from time to time, Lessee shall, promptly and in no event later than fifteen (15) days after a written request from Lessor or Lender, execute, acknowledge and deliver to Lessor or Lender a certificate in the form supplied

by Lessor, Lender or any present or proposed mortgagee or purchaser designated by Lessor, certifying: (i) that Lessee has accepted the Properties (or, if Lessee has not done so, that Lessee has not accepted the Properties, and specifying the reasons therefor); (ii) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Lease Term, including the terms of any extension options of Lessee; (iv) the date to which the rentals have been paid under this Lease and the amount thereof then payable; (v) whether there are then any existing defaults by Lessor in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof; (vi) that no written notice has been received by Lessee of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Lessee; (viii) that neither Lessor nor Lender has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Properties; and (ix) any other information reasonably requested by Lessor, Lender or such present or proposed mortgagee or purchaser.

B. If Lessee shall fail or refuse to sign a certificate in accordance with the provisions of this Section within fifteen (15) days following a request by Lessor, Lessee irrevocably constitutes and appoints Lessor as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Lessor's execution and delivery of such certificate on behalf of Lessee shall not cure any default arising by reason of Lessee's failure to execute and deliver such certificate.

27. *Assignment.* A. If Lender shall succeed to the rights of Lessor as landlord under this Lease, whether through foreclosure of the liens of the Mortgages, deeds-in-lieu of foreclosure or otherwise, Lender, as lessor, shall have the right to sell or convey all, but not less than all, of the Properties or to assign its right, title and interest as Lessor under this Lease in whole, but not in part. In the event of any such sale or assignment other than a security assignment, Lessee shall attorn to such purchaser or assignee (and such purchaser or assignee shall assume Lessor's obligations under this Lease from and after the date of purchase or assignment) and Lessor shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Lessor contained herein, except for obligations or liabilities accrued prior to such assignment or sale (provided, however, nothing in this Section 27 shall impose liability on Lender or such purchaser or assignee, as lessor, for the obligations of Lessor accruing under this Lease prior to the time Lender or such purchaser or assignee, as the case may be, succeeds to Lessor's rights as lessor under this Lease). Otherwise, and except as permitted pursuant to the Loan Documents, Lessor shall not have the right to sell or convey the Properties or to assign its right, title and interest as lessor under this Lease in whole or in part.

B. Lessee acknowledges that Lessor has relied both on the business experience and creditworthiness of Lessee and upon the particular purposes for which Lessee intends to use the Properties in entering into this Lease. Without the prior written consent of Lessor: (i) Lessee shall not assign, transfer, convey, pledge or mortgage this Lease or any interest therein, whether by operation of law or otherwise; (ii) no Change of Control shall occur; (iii) no interest in Lessee

shall be pledged, encumbered, hypothecated or assigned as collateral for any obligation of any of the Lessee Entities, and (iv) Lessee shall not sublet all or any part of any of the Properties (each of items (i) through (iv) are hereinafter referred to as a "Prohibited Transaction").

C. Lessor's consent to a Prohibited Transaction shall be subject to the satisfaction of such conditions as Lessor shall determine in its sole discretion, including, without limitation, (i) Lessor having obtained the consent of Lender to the Prohibited Transaction, (ii) Lessee having executed and delivered such modifications to the terms of this Lease as Lessor shall request, (iii) the Prohibited Transaction having been approved by each of the rating agencies which have issued ratings in connection with any Securitization as well as any other rating agency selected by Lender, (iv) the proposed transferee, as applicable, having assumed this Lease (as modified pursuant to clause (ii) above), (v) payment to Lessor of any rentals owing under a sublease which are in excess of any rentals owing under this Lease, and (vi) the proposed transferee having satisfactory creditworthiness and satisfactory experience operating a Permitted Concept. In addition, any such consent shall be conditioned upon the payment by Lessee to Lessor of (x) a fee equal to one percent (1%) of the then outstanding principal balance of the Notes and (y) all out-of-pocket costs and expenses incurred by Lessor in connection with such consent, including, without limitation, reasonable attorneys' fees. The provisions of this Section shall apply to every Prohibited Transaction regardless of whether voluntary or not, or whether or not Lessor has consented to any previous Prohibited Transaction. No assignment of this Lease or subletting of any of the Properties shall relieve Lessee of its obligations respecting this Lease. Any Prohibited Transaction in violation of this Section shall be voidable at the sole option of Lessor.

D. Notwithstanding the provisions of Section 27.C, but subject to the conditions set forth in the following sentence, Lessee shall have the right to sublease up to six (6) of the Properties to franchisees of Lessee, without the prior written consent of Lessor or the obligation to comply with the criteria set forth in Section 27.C, if the following conditions are satisfied:

- (1) no Event of Default shall have occurred and be continuing under this Lease as of the effective date of such sublease;
- (2) any such sublease shall be subordinate to this Lease and the Mortgage corresponding to the Property to which such sublease relates;
- (3) Lessee shall remain liable under this Lease notwithstanding such sublease;
- (4) the Properties subject to such subleases shall be used as a Permitted Concept and shall otherwise be operated and maintained in accordance with the terms and conditions of this Lease; and
- (5) the form of sublease is reasonably acceptable to Lessor.

Within 10 days after the execution of each sublease, Lessee shall provide Lessor with a notice of such sublease and a photocopy of the fully executed sublease.

28. **Notices.** All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Lease shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered

all Losses resulting from Lessee's failure to surrender possession upon the expiration of the Lease Term, including, without limitation, any claims made by any succeeding lessee.

30. **Landlord's Lien/Security Interest.** Lessee agrees that Lessor shall have a landlord's lien (to the extent permitted or provided for under applicable law), and additionally hereby separately grants to Lessor a first and prior security interest, in, on and against all Personal Property, the Marks and the Licensed Concepts, which lien and security interest shall secure the payment of all rental and other charges payable by Lessee to Lessor under the terms hereof and all other obligations of Lessee to Lessor under this Lease and Lessee's obligations to Lessor under the License Agreement. Lessee authorizes Lessor to file financing statements with respect to the Personal Property, continuation statements with respect thereto, and any amendments to such financing statements which may be necessitated by reason of any of the changes described in the last sentence of this Section. Furthermore, at any time, and from time to time, Lessee shall, promptly and in no event later than fifteen (15) days after a request from Lessor, execute, acknowledge and deliver to Lessor such financing statements and other documents as Lessor may then deem appropriate or necessary to perfect and maintain said lien and security interest. Lessee expressly acknowledges and agrees that, in addition to any and all other rights and remedies of Lessor whether hereunder or at law or in equity, in the event of any default of Lessee hereunder, Lessor shall have any and all rights and remedies granted a secured party under the Uniform Commercial Code then in effect in the state of Arizona (the "UCC") and also under the Uniform Commercial Code then in effect in the respective states where the respective Properties are located (to the extent applicable). Lessee represents that its exact legal name and state of incorporation is as set forth in the first paragraph of this Lease. Lessee shall preserve its current form of organization and shall not change its legal name, its state of formation, nor, in one transaction or a series of related transactions, merge with or into, or consolidate with, any other entity without providing, in each case, Lessor with thirty (30) days' prior written notice and obtaining Lessor's prior written consent (to the extent such consent is required under Section 27 of this Lease). Lessee agrees that, notwithstanding any provision in the UCC to the contrary, Lessee shall not file a termination statement of any financing statement filed by Lessor in connection with any security interest granted under this Lease if Lessor reasonably objects to the filing of such termination statement. Notwithstanding anything to the contrary herein contained, Lessor agrees that (a) in connection with any enforcement of its remedies against the Marks and the Licensed Concepts licensed to Lessor by Lessee pursuant to the License Agreement, Lessor shall only execute such remedies for the sole purpose of being able to utilize the Marks and such Licensed Concepts in connection with the operation of the Properties and to enforce its rights and remedies under the License Agreement, all in conformity with the terms and conditions of the License Agreement and (b) Lessor's rights hereunder shall be subject to the terms and conditions of the Security Interest Subordination Agreement dated as of even date by and among Lessor, Lessee and Fleet National Bank.

31. **Removal of Personal Property.** At the expiration of the Lease Term, and if Lessee is not then in breach hereof, Lessee may remove all Personal Property from the Properties. Lessee shall repair any damage caused by such removal and shall leave the Properties broom clean and in good and working condition and repair inside and out. Any property of Lessee left on the Properties on the twentieth (20th) day following the expiration of the Lease Term shall, at Lessor's option, automatically and immediately become the property of Lessor.

32. **Financial Statements.** Within 45 days after the end of each fiscal quarter and within 120 days after the end of each fiscal year of Lessee, Lessee shall deliver to Lessor and Lender (i) complete financial statements of Lessee including a balance sheet, profit and loss statement, statement of cash flows and all other related schedules for the fiscal period then ended; and (ii) income statements for the business at each of the Properties. All such financial statements shall be prepared in accordance with GAAP from period to period, and shall be certified to be accurate and complete by Lessee (or the Treasurer or other appropriate officer of Lessee). Lessee understands that Lessor and Lender will rely upon such financial statements and Lessee represents that such reliance is reasonable. In the event the property and business at the Properties is ordinarily consolidated with other business for financial statement purposes, such financial statements shall be prepared on a consolidated basis showing separately the sales, profits and losses, assets and liabilities pertaining to each of the Properties with the basis for allocation of overhead of other charges being clearly set forth. The financial statements delivered to Lessor and Lender need not be audited, but Lessee shall deliver to Lessor and Lender copies of any audited financial statements of Lessee which may be prepared, as soon as they are available.

33. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile governmental action, civil commotion, fire or other casualty beyond the control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rental and other monies to be paid by Lessee pursuant to this Lease and any indemnification obligations imposed upon Lessee under this Lease.

34. **Time is of the Essence.** Time is of the essence with respect to each and every provision of this Lease in which time is a factor.

35. **Lessor's Liability.** Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that (i) there shall be absolutely no personal liability on the part of Lessor, its successors or assigns and the trustees, members, partners, shareholders, officers, directors, employees and agents of Lessor and its successors or assigns, to Lessee with respect to any of the terms, covenants and conditions of this Lease, (ii) Lessee waives all claims, demands and causes of action against the trustees, members, partners, shareholders, officers, directors, employees and agents of Lessor and its successors or assigns in the event of any breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessor, and (iii) Lessee shall look solely to the Properties for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessor, or any other matter in connection with this Lease or the Properties, such exculpation of liability to be absolute and without any exception whatsoever.

36. **Consent of Lessor.** (a) Unless specified otherwise herein, Lessor's consent to any request of Lessee may be conditioned or withheld in Lessor's sole discretion. Lessor shall have no liability for damages resulting from Lessor's failure to give any consent, approval or instruction reserved to Lessor, Lessee's sole remedy in any such event being an action for injunctive relief.

(b) It is understood and agreed that to the extent Lessor is required to obtain the consent, approval, agreement or waiver of Lender with respect to a matter for which Lessor's approval has been requested under this Lease, Lessor shall in no event be deemed to have unreasonably withheld Lessor's consent, approval, agreement or waiver thereof if Lender shall not have given its approval if and as required by the Loan Documents.

37. **Waiver and Amendment.** No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. No acceptance by Lessor of an amount less than the monthly rent and other payments stipulated to be due under this Lease shall be deemed to be other than a payment on account of the earliest such rent or other payments then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be deemed a waiver of Lessor's right to collect any unpaid amounts or an accord and satisfaction.

38. **Successors Bound.** Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

39. **No Merger.** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not result in a merger of Lessor's and Lessee's estates, and shall, at the option of Lessor, either terminate any or all existing subleases or subtenancies, or operate as an assignment to Lessor of any or all of such subleases or subtenancies.

40. **Captions.** Captions are used throughout this Lease for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof.

41. **Severability.** The provisions of this Lease shall be deemed severable. If any part of this Lease shall be held unenforceable by any court of competent jurisdiction, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

42. **Characterization.** A. It is the intent of the parties hereto that the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between landlord and tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained herein. None of the agreements contained herein, is intended, nor shall the same be deemed or construed, to create a partnership between Lessor and Lessee, to make them joint venturers, to make Lessee an agent, legal representative, partner, subsidiary or employee of Lessor, nor to make Lessor in any way responsible for the debts, obligations or losses of Lessee.

B. Lessor and Lessee acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance. This Lease shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Whenever in this

Lease any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

43. **Easements.** During the Lease Term Lessor shall have the right to grant utility easements on, over, under and above any of the Properties without the prior consent of Lessee, provided that such easements will not materially interfere with Lessee's long-term use of such Properties.

44. **Bankruptcy.** A. As a material inducement to Lessor executing this Lease, Lessee acknowledges and agrees that Lessor is relying upon (i) the financial condition and specific operating experience of Lessee and Lessee's obligation to use each of the Properties specifically in accordance with system-wide requirements imposed from time to time on Permitted Concepts, (ii) Lessee's timely performance of all of its obligations under this Lease as to all Properties notwithstanding the entry of an order for relief under the Code for Lessee and (iii) all defaults under this Lease as to all Properties being cured promptly and this Lease being assumed within 60 days of any order for relief entered under the Code for Lessee, or this Lease being rejected within such 60 day period and the Properties surrendered to Lessor.

Accordingly, in consideration of the mutual covenants contained in this Lease and for other good and valuable consideration, Lessee hereby agrees that:

(i) All obligations that accrue or become due under this Lease (including the obligation to pay rent), from and after the date that an Action is commenced shall be timely performed exactly as provided in this Lease and any failure to so perform shall be harmful and prejudicial to Lessor;

(ii) Any and all obligations under this Lease that accrue or become due from and after the date that an Action is commenced and that are not paid as required by this Lease shall, in the amount of such rents, constitute administrative expense claims allowable under the Code with priority of payment at least equal to that of any other actual and necessary expenses incurred after the commencement of the Action;

(iii) Any extension of the time period within which Lessee may assume or reject this Lease without an obligation to cause all obligations accruing or coming due under this Lease from and after the date that an Action is commenced to be performed as and when required under this Lease shall be harmful and prejudicial to Lessor;

(iv) Any time period designated as the period within which Lessee must cure all defaults and compensate Lessor for all pecuniary losses which extends beyond the date of assumption of this Lease shall be harmful and prejudicial to Lessor;

(v) Any assignment of this Lease must result in all terms and conditions of this Lease being assumed by the assignee without alteration or amendment, and any assignment which results in an amendment or alteration of the terms and conditions of this Lease without the express written consent of Lessor shall be harmful and prejudicial to Lessor;

(vi) Any proposed assignment of this Lease to an assignee: (a) that will not use the Properties specifically as a Permitted Concept, or (b) that does not possess financial condition, operating performance and experience characteristics equal to or better than the financial condition, operating performance and experience of Lessee as of the Effective Date, shall be harmful and prejudicial to Lessor;

(vii) The rejection (or deemed rejection) of this Lease for any reason whatsoever shall constitute cause for immediate relief from the automatic stay provisions of the Code, and Lessee stipulates that such automatic stay shall be lifted immediately and possession of the Properties will be delivered to Lessor immediately without the necessity of any further action by Lessor; and

(viii) This Lease shall at all times be treated as consistent with the specific characterizations set forth in Section 3 of this Lease, and assumption or rejection of this Lease shall be (a) in its entirety, (b) for all of the Properties, and (c) in strict accordance with the specific terms and conditions of this Lease.

B. No provision of this Lease shall be deemed a waiver of Lessor's rights or remedies under the Code or applicable law to oppose any assumption and/or assignment of this Lease, to require timely performance of Lessee's obligations under this Lease, or to regain possession of the Properties as a result of the failure of Lessee to comply with the terms and conditions of this Lease or the Code.

C. Notwithstanding anything in this Lease to the contrary, all amounts payable by Lessee to or on behalf of Lessor under this Lease, whether or not expressly denominated as such, shall constitute "rent" for the purposes of the Code.

D. For purposes of this Section addressing the rights and obligations of Lessor and Lessee in the event that an Action is commenced, the term "Lessee" shall include Lessee's successor in bankruptcy, whether a trustee, Lessee as debtor in possession or other responsible person.

45. **No Offer.** No contractual or other rights shall exist between Lessor and Lessee with respect to the Properties until both have executed and delivered this Lease, notwithstanding that deposits may have been received by Lessor and notwithstanding that Lessor may have delivered to Lessee an unexecuted copy of this Lease. The submission of this Lease to Lessee shall be for examination purposes only, and does not and shall not constitute a reservation of or an option for Lessee to lease or otherwise create any interest on the part of Lessee in the Properties.

46. **Other Documents.** Each of the parties agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, documents and assurances as may be reasonably required or deemed advisable to carry into effect the purposes of this Lease, to perfect any lien or security interest granted in this Lease and for the better assuring and confirming of all of Lessor's rights, powers and remedies under this Lease.

47. **Attorneys' Fees.** In the event of any judicial or other adversarial proceeding between the parties concerning this Lease, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Lessor shall, upon demand, be entitled to all attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced.

48. **Entire Agreement.** This Lease and any other instruments or agreements referred to herein (including without limitation the License Agreement) constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided. Without limiting the foregoing, Lessee specifically acknowledges that neither Lessor nor any agent, officer, employee or representative of Lessor has made any representation or warranty regarding the projected profitability of the business to be conducted on the Properties. Furthermore, Lessee acknowledges that Lessor did not prepare or assist in the preparation of any of the projected figures used by Lessee in analyzing the economic viability and feasibility of the business to be conducted by Lessee at the Properties.

49. **Forum Selection; Jurisdiction; Venue; Choice of Law.** Lessee acknowledges that this Lease was substantially negotiated in the State of Arizona, this Lease was executed and delivered in the State of Arizona, all payments under this Lease will be delivered in the State of Arizona (unless otherwise directed by Lessor or its successors) and there are substantial contacts between the parties and the transactions contemplated herein and the State of Arizona. For purposes of any action or proceeding arising out of this Lease, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the State of Arizona. Lessee and Lessor consent that they may be served with any process or paper by registered mail or by personal service within or without the State of Arizona in accordance with applicable law. Furthermore, Lessee and Lessor waive and agree not to assert in any such action, suit or proceeding that they are not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. The creation of this Lease, and the creation and perfection of the liens and security interests granted herein, and the rights and remedies of Lessor with respect to the Properties, as provided herein and by the laws of the states in which the Properties are located, as applicable, shall be governed by and construed in accordance with the internal laws of the states in which the Properties are located, as applicable, without regard to principles of conflicts of law. With respect to other provisions of this Lease, this Lease shall be governed by the internal laws of the State of Arizona, without regard to its principles of conflicts of law. Nothing contained in this Section shall limit or restrict the right of Lessor or Lessee to commence any proceeding in the federal or state courts located in the states in which the Properties are located to the extent Lessor or Lessee deems such proceeding necessary or advisable to exercise remedies available under this Lease.

50. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

51. **Memorandum of Master Lease.** Concurrently with the execution of this Lease, Lessor and Lessee are executing the Memorandum to be recorded in the applicable real property

records with respect to each of the Properties. Further, upon Lessor's request, Lessee agrees to execute and acknowledge a termination of lease and/or quit claim deed in recordable form with respect to each of the Properties to be held by Lessor until the expiration or sooner termination of the Lease Term.

52. **No Brokerage.** Lessor and Lessee represent and warrant to each other that they have had no conversation or negotiations with any broker concerning the leasing of the Properties. Each of Lessor and Lessee agrees to protect, indemnify, save and keep harmless the other, against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with their breach of the foregoing warranty and representation.

53. **Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.** LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF ANY OF THE PROPERTIES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LESSEE AND LESSOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER AND ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER OR ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LESSEE AND LESSOR OF ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

54. **Reliance By Environmental Insurer.** Lessee acknowledges and agrees that Environmental Insurer may rely on the representations, warranties and covenants set forth in Sections 7.L, 17 and 20.B of this Lease, that Environmental Insurer is an intended third-party beneficiary of such representations, warranties and covenants and that Environmental Insurer shall have all rights and remedies available at law or in equity as a result of a breach of such representations, warranties and covenants, including to the extent applicable, the right of subrogation.

55. **Lender's Rights.** A. Lessee acknowledges and agrees that (i) Lessor has collaterally assigned all of its right, title and interest under this Lease to Lender pursuant to the Loan Documents and (ii) upon the exercise of Lender's remedies set forth in such Loan Documents, all of the rights, powers and privileges of Lessor shall be deemed the rights, powers and privileges of Lender and Lender shall be entitled to exercise all of the rights and remedies of "Lessor" under this Lease. Lessee hereby consents to, and no further consent by Lessee shall be required for, any further assignment of rights of Lessor hereunder or in connection with any transfer by Lender. All notices, certificates, reports or other information required to be delivered to Lessor under this Lease shall be delivered simultaneously to Lender in accordance with the provisions of Section 28. Notwithstanding any provision herein to the contrary, the collateral assignment of this Lease to Lender shall not be deemed to create any obligation of or liability for Lender.

B. Lessee acknowledges and agrees that Lender may rely on all of the representations, warranties and covenants set forth in this Lease, that Lender is an intended third-party beneficiary of such representations, warranties and covenants and that Lender shall have all rights and remedies available at law or in equity as a result of a breach of such representations, warranties and covenants, including to the extent applicable, the right of subrogation.

C. Lessee agrees that any consent, approval, agreement or waiver provided by Lessor pursuant to this Lease shall not be valid unless consented to in writing by Lender.

56. **Document Review.** In the event Lessee makes any request upon Lessor requiring Lessor or the attorneys of Lessor to review and/or prepare (or cause to be reviewed and/or prepared) any documents, plans, specifications or other submissions in connection with or arising out of this Lease, then Lessee shall (x) reimburse Lessor upon demand therefor for all out-of-pocket costs and expenses incurred by Lessor in connection with such review and/or preparation, including, without limitation, reasonable attorneys' fees, and (y) pay Lessor a reasonable processing and review fee.

57. **State Specific Provisions.** The provisions and/or remedies which are set forth on Schedule I shall be deemed a part of and included within the terms and conditions of this Lease.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Lease as of the date first above written.

LESSOR:

Signed and acknowledged in the presence of:

Sign: Lois D. Keel
Printed Name _____

FRIENDLY'S REALTY I, LLC,
a Delaware limited liability company

By [Signature]
Aaron Parker, Vice President

Sign: Georgia L. Moraga
Printed Name Georgia L. Moraga
(Witnesses to the Lessor)

LESSEE:

FRIENDLY ICE CREAM CORPORATION,
a Massachusetts corporation

Sign: Lois D. Keel
Printed Name Lois D. Keel

By [Signature]
Aaron Parker, Vice President

Sign: Georgia L. Moraga
Printed Name Georgia L. Moraga
(Witnesses to the Lessee)

U.S. Federal Tax Identification Number:
04-2053130

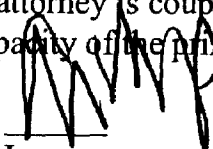
Organization Identification Number:

Principal Place of Business:
Wilbraham, Massachusetts

POWER OF ATTORNEY

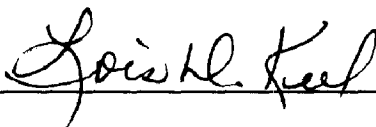
Lessor may act as attorney-in-fact or otherwise on behalf of Lessee pursuant to Sections 12, 25 and 26 of this Lease. This power of attorney is coupled with an interest, is durable and is not affected by subsequent disability or incapacity of the principal or lapse of time.


Witness


Lessee

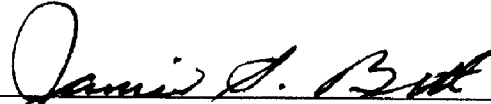
WITNESS

In accordance with the requirements of Arizona Revised Statutes Section 14-5506 and other applicable law, the undersigned has executed this Lease for the purpose of witnessing the grant of the powers of attorney by Lessee to Lessor.



STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 29, 2001 by Aaron Parker, Vice President of Friendly's Realty I, LLC, a Delaware limited liability company, on behalf of the limited liability company.



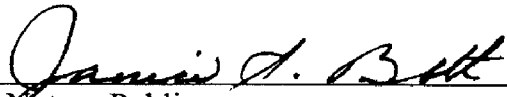
Notary Public

My Commission Expires:



STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 29, 2001 by Aaron Parker, Vice President of Friendly Ice Cream Corporation, a Massachusetts corporation, on behalf of the corporation.



Notary Public

My Commission Expires:



EXHIBIT A
PROPERTIES
(See attached)

GECFFC No.	Store No.	Address	City	State
8001-3147	57	620 W. Main St.	Norwich	CT
8001-3149	228	105 W. Town St.	Norwich	CT
8001-3162	25	562 N. Main St.	East Longmeadow	MA
8001-3163	31	240 Stockbridge Rd.	Great Barrington	MA
8001-3170	105	368 Federal St.	Greenfield	MA
8001-3175	192	255 Broadway	Methuen	MA
8001-3182	315	580 Park Ave	Worcester	MA
8001-3183	369	630 Washington St.	Stoughton	MA
8001-3185	514	699 Hancock St.	Wollaston	MA
8001-3192	731	438 Route 28	West Yarmouth	MA
8001-3195	790	200 Mohawk Trail	Greenfield	MA
8001-3198	830	1160 Main St.	Haverhill	MA
8001-3216	175	1463 Raritan Rd.	Clark	NJ
8001-3221	379	232 W. Main St.	Moorestown	NJ
8001-3230	204	270 Delaware Ave.	Elsmere	NY
8001-3233	333	9 Troy Rd.	East Greenbush	NY
8001-3235	403	403-409 Washington Ave.	Kingston	NY
8001-3237	822	RT. #9W 1354 Ulster Ave.	Kingston	NY
8001-3241	868	815 Route 146	Clifton Park	NY
8001-3245	503	1027 N. Main St.	Bowling Green	OH
8001-3246	571	204 E. Broad St.	Elyria	OH
8001-3248	632	564 W. National Rd.	Vandalia	OH
8001-3249	642	6400 York Rd.	Parma Heights	OH
8001-3254	962	2934 S. Arlington Rd.	Akron	OH
8001-3259	641	9165 Ridge Pike	Philadelphia	PA
8001-3264	671	1803 Richmond Rd.	Williamsburg	VA
8001-3267	869	2520 W. Hundred Rd.	Chester	VA
8001-3268	1235	13800 Fribble Way	Midlothian	VA

EXHIBIT A-1

LEGAL DESCRIPTIONS OF PROPERTIES

(See attached)

Exhibit "A"

All that certain piece or parcel of land, located on the southerly side of West Main Street in the City of Norwich, County of New London and State of Connecticut, more particularly bounded and described as follows:

Commencing at the northwesterly corner of the herein conveyed parcel, which is 427.61 feet easterly from a merestone at the boundary of property of Meditz and others and running thence easterly along the southerly line of West Main Street 150 feet to a drill hole in a stone wall and the northwesterly corner of property of One Banas Court, Inc.; thence running southwesterly along property of said One Banas Court, Inc. and property now or formerly of Palwyck in part, a distance of 200 feet; thence running westerly on a line parallel to the first described line a distance of 150 feet, bounded southerly by other land; thence running northeasterly on a line parallel to the second described course herein a distance of 200 feet, bounded westerly by other land; to the point and place of beginning.

Being the same premises conveyed to Friendly Ice Cream Corp. of Conn. by deed of Williams Mehlman, Frank J. Marks and Marvin M. Horwitz dated April 19, 1968 and recorded in said Norwich Land Records at Volume 348, Page 106.

Also conveying all of the Grantor's right, title and interest, if any, in the following bounded and described parcel of land:

A certain piece or parcel of land situate in Norwich, Connecticut is described as follows:

Beginning at an iron pin on the southerly side of West Main Street (a.k.a. Connecticut Route 82).

Thence along said street N 78° 08' 14", a distance of 150.00 feet to a point.

Thence S 05° 50' 48" W. A distance of 200.00 feet to a point. Bearing s78° 08' 14" w. A distance of 150.00 feet to a point.

Bearing N 05° 50' 48" E, a distance of 200.00 feet to a point on the southerly side of West Main Street and the point and place of beginning.

Containing 28,578 sq. ft. ± or 0.66 acres more or less.

Bounded northerly by west main street, bounded easterly by lands now or formerly owned by one Banas Court, Inc. And bounded southwesterly by lands now or formerly owned by Wm. Mehlman & Frank J. Marks & Marvis M. Horwitz.

Map 142 Block 11 Lot 6

GECFFC No. 8001-3147
Escrow No. X01-24346
Store No. 57
620 W. Main St.
Norwich, CT

Together with the following:

Appurtenant use restrictions as Set forth in a Warranty Deed dated April 19, 1968 and recorded April 22, 1968 in Volume 348 at Page 105; as amended by an Agreement to Modify Deed Restrictions dated June 4, 1971 and recorded June 9, 1971 in Volume 365 at Page 187 of the Norwich Land Records.

Appurtenant Easement for surface drainage and ingress and egress to install and maintain pipes dated January 7, 1971 and recorded May 22, 1972 in Volume 373 at Page 85 of the Norwich Land Records.

GECFFC No. 8001-3147
Escrow No. X01-24346
Store No. 57
620 W. Main St.
Norwich, CT

Exhibit "A"

A certain tract or parcel of land located on the Northerly side of West Town Street, in the City of Norwich, County of New London and State of Connecticut, described as follows:

BEGINNING at a drill hole set in the easterly line of West Town Street at the southwesterly corner of the herein described tract, said point also being the northwesterly corner of land now or formerly of George E. & Lena C. Lewis as shown on a plan titled, "Plan Showing Property of Friendly Ice Cream Corporation, West Town Street, Norwich, Connecticut, Scale: 1" = 20', February, 1970, DiCesare-Bentley-Welling Engrs., Groton, Connecticut"; thence running northerly by and with said easterly line of West Town Street a distance of 107.50 feet to a Connecticut Highway Dept. bound; thence turning an interior angle of $181^{\circ} - 15' - 50''$ and continuing northerly by and with said easterly line of West Town Street a distance of 92.50 feet to an Iron pipe set at the northwesterly corner of the herein described tract; thence turning an interior angle of $85^{\circ} - 51' - 13''$ and running easterly bounded northerly by land of Town Park Plaza Associates a distance of 190.00 feet to an iron pipe set at the northeasterly corner of the herein described tract; thence turning an interior angle of $90^{\circ} - 00' - 00''$ and running southerly bounded easterly by and of Town Park Plaza Associates a distance of 111.37 feet to an iron pipe set at a corner; thence turning an interior angle of $270^{\circ} 00' 00''$ and running easterly bounded northerly by land of Town Park Plaza Associates a distance of 38.36 feet to an iron pipe set at a fence corner; thence turning an interior angle of $90^{\circ} - 21' - 37''$ and running southerly by and along a fence bounded easterly by land now or formerly of Norwichtown Convalescent Home Inc. a distance of 88.25 feet to an iron pipe set at the southeasterly corner of the herein described tract; thence turning an interior angle of $80^{\circ} - 01' - 00''$ and running westerly bounded southerly by said Norwichtown Convalescent Home Inc. land a distance of 107.00 feet to an iron pipe; thence turning an interior angle of $178^{\circ} - 14' - 12''$ and continuing westerly bounded southerly by the above mentioned Lewis land a distance of 106.83 feet to the point and place at beginning, the last course forming an interior angle of $93^{\circ} - 15' - 18''$ with the first course. Containing 40,100 square feet more or less.

Being the same premises conveyed to Friendly Ice Cream Corp. of Conn. by deed of Town Park Plaza Associates, a partnership consisting of John Z. Schnip, Lester R. Giegerich and Rhya L. Stanger dated February 25, 1970 and recorded in said Norwich Land Records at Volume 357, Page 708.

Also conveying all of the Grantor's right, title and interest, if any, in the following bounded and described parcel of land:

A certain piece or parcel of land situate in Norwich, Connecticut is described as follows:

Beginning at an drill hole on the northeasterly side of West Town Street. Said point being the southeasterly corner of the subject parcel.

Thence along said street $N38^{\circ} 22' 57'' W$, a distance of 107.50 feet to a point.

Thence continuing along said street, $N 39^{\circ} 38' 47''$ a distance of 92.50 feet to a point.

(cont.)

GECFFC No. 8001-3149
Escrow No. X01-24347
Store No. 228
105 W. Town St.
Norwich, CT

Exhibit "A" (cont.)

Thence N 54° 30' 00" E, a distance of 190.00 feet to a point.

Thence S 35°30' 00" E, a distance of 111.37 feet to a point.

Thence N 54° 30' 00" E, a distance of 38.36 feet to a point.

Thence S 35° 51' 57" E, a distance of 88.25 feet to a point.

Thence S 54° 07' 03" W, a distance of 107.00 feet to a point.

Thence S54° 52' 21" W, a distance of 109.83 feet to a point on the northeasterly side of West Town Street and the point and place of beginning.

Containing 40.098 sq. ft.± or 0.92 acres more or less.

Bounded southwesterly by west town street, bounded northeasterly by lands now or formerly owned by Town Park Plaza Associates. Bounded southeasterly by lands now or formerly owned by Norwichtown Convalescent Home, Inc. And bounded southerly by lands now or formerly owned by George E. & Lena C. Lewis.

Map 181 Block 1 Lot 14

GECFFC No. 8001-3149
Escrow No. X01-24347
Store No. 228
105 W. Town St.
Norwich, CT

The land in East Longmeadow, in said County of Hampden and Commonwealth of Massachusetts, bounded and described as follows:

Certain lots known as Lots 561, 562, 563, 564, 565, 566, 567 and 629 as shown on Plan No. 3 of lots entitled "East Longmeadow Villa Sites", said plan being made by A.L. Elliot, Surveyor, dated October 19, 1907 and recorded in the Registry of Deeds for said County of Hampden as File 224.

Said lots measure, taken together, 153.90 feet on East Longmeadow Road; 155 feet on Gerrard Avenue; 157.6 feet on Lots 560 and 628 on said Plan; and 126.07 feet on land now or formerly of W.A. Londergan. CONTAINING 21,788 Square feet more or less.

Excepting from the above described premises so much as was taken by the Commonwealth of Massachusetts, Department of Public Works, for the alteration of North Main Street by instrument dated November 29, 1927, recorded in said Registry of Deeds in Book 1387, Page 496.

Said East Longmeadow Road is now know as North Main Street.

Subject to terms of a Boundary Line Agreement dated June 9, 1961, and recorded in Book 2816, Page 466.

The land situated in Great Barrington, County of Berkshire and Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Beginning at a Massachusetts highway bound marking the intersection of the easterly side line of the 1953 State Highway Layout of Stockbridge Road with the northerly side line of Fairview Terrace and being the southwest corner of the tract herein conveyed, thence, north 7 degrees, 26 minutes and 49 seconds east 150.00 feet along the said easterly line of Stockbridge Road to an iron pipe; thence south 86 degrees, 48 minutes and 47 seconds east 175.56 feet along land of the grantors to an iron pipe; thence south 3 degrees, 18 minutes and 49 seconds west 150.00 feet along lands of the grantors and of one Hebert to an iron pipe in the northerly line of said Fairview Terrace; thence north 86 degrees, 41 minutes and 11 seconds west 186.37 feet along the northerly line of Fairview Terrace to the point of beginning.

ECFFC No. 8001-3163
scrow No. X01-24352
store No. 31
40 Stockbridge Rd.
Great Barrington, MA

TRADEMARK
REEL: 002422 FRAME: 0168

The land situated In Greenfield, County of Franklin and Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Beginning at a point in the northwesterly line of Federal Street at the northeasterly corner of land of the Inhabitants of the Town of Greenfield and known as Shattuck Park, the said point of beginning being distant one hundred sixty and $46/100$ (160.46) feet from the intersection of the southwesterly line of Parkside Street with the northwesterly line of Federal Street, and running thence N. $60^{\circ} 6' W$. two hundred sixty-one and $96/100$ (261.96) feet along said land of Inhabitants of the Town of Greenfield, to an iron pin; thence turning and running N. $37^{\circ} 30' E$. one hundred fifty-two and $97/100$ (152.97) feet along other land of the Inhabitants of the Town of Greenfield known as High School Lot to a cement bound in the southwesterly line of Parkside Street; thence turning and running S. $59^{\circ} 54' 40'' E$ one hundred fifty-two and $16/100$ (152.16) feet along said southwesterly line of Parkside Street to a cement bound at the northerly corner of land now or formerly of Reginald A. Seymour et ux; thence turning and running S. $50^{\circ} 12' 30'' W$, forty-nine and $32/100$ (49.32) feet along the northwesterly line of said Seymour land; thence turning and running S. $48^{\circ} 54' E$. one hundred thirty-seven and $95/100$ (137.95) feet along the southwesterly line of said Seymour land and along the southwesterly line of land now or formerly of Terrence S. Norwood, et. ux. to a set spike in the pavement in the northwesterly line of said Federal Street; thence turning and running S. $50^{\circ} 6' W$. eighty-three and $13/100$ (83.13) feet to the point of beginning.

Subject to the right to keep open a ditch reserved in deed from James L. Farr to Susie Barker dated April 30, 1887 recorded Franklin County Registry of Deeds in Book 391, Page 394.

Subject to a Notice of Variance granted by the Greenfield Board of Appeals dated February 14, 1985 and recorded as aforesaid in Book 1845, Page 131.

GECFFC No. 8001-3170
Escrow No. X01-24355
Store No. 105
368 Federal St.
Greenfield, MA

TRADEMARK
REEL: 002422 FRAME: 0169

A certain parcel of land with buildings thereon situated in the Town of Methuen, Essex County, Commonwealth of Massachusetts and bounded westerly by Broadway about one hundred fifty-nine and 5/10 feet; northerly by Ditson Place about two hundred forty-four feet; easterly by land formerly of Abbie E. L. Fisher about one hundred fifty-three and 5/10 feet; and southerly by land formerly of Amos C. Rollins about two hundred eight and 7/10 feet.

GECFFC No. 8001-3175
Escrow No. X01-24360
Store No. 192
255 Broadway
Methuen MA

TRADEMARK
REEL: 002422 FRAME: 0170

The land in the City and County of Worcester, bounded and described as follows:

BEGINNING at the southwesterly corner of the parcel herein conveyed at a point on the westerly side of Park Avenue which is N 47° 12' 44" E ninety three and 91/100 (93.91) feet more or less from the intersection of the northerly line of Coes Street and the westerly line of Park Avenue.

THENCE running northwesterly along the face of the northerly retaining wall of Coes spillway two hundred seven (207) feet, more or less, to the shoreline of Coes Lower Reservoir;

THENCE running along said shoreline in a general northerly direction eighty two (82) feet, more or less to land now or formerly of Bruno J. Saviskas;

THENCE S 62° 47' 46" E seventy five and no/100 (75) feet, more or less, to a point;

THENCE N 27° 24' 14" E twenty and 37/100 (20.37) feet to a point;

THENCE S 62° 47' 46" E fifty eight and 67/100 (58.67) feet to a point;

THENCE S 66° 59' 46" E ninety five and 18/100 (95.18) feet to Lovell Street;

The last four courses named above being by land now or formerly of said Saviskas;

THENCE in a curve the radius of which is two hundred fifty three (253.00) feet, one hundred twenty-one and 58/100 (121.58) feet by said Lovell Street to a point;

THENCE S 47° 12' 44" W nine (9) feet, more or less, by said Park Avenue to the point and place of beginning.

Containing 22,700 square feet of land, more or less, and being the same premises shown on a plan of land, "Plan of Property in Worcester, Massachusetts owned by Pewter Pot Realty Trust" dated September, 1970, Thompson-Liston Associates, Inc. Civil Engineers & Land Surveyors, 436 Park Avenue, Worcester, Massachusetts which plan is to be recorded in the Worcester District Registry of Deeds. See also plan recorded in Plan Book 138, Plan 43.

The above property contains 0.53± acres or 22,957± square feet calculated.

Subject to the rights to maintain a spillway and dam as set forth in an instrument recorded with Worcester District Registry of Deeds in Book 2566, Page 233.

GECFFC No. 8001-3182
Escrow No. X01-24363
Store No. 315
580 Park Ave.
Worcester, MA

TRADEMARK
REEL: 002422 FRAME: 0171

Two certain parcels of contiguous land with buildings and improvements thereto being situated in Stoughton, Norfolk County, Massachusetts; bounded and described as follows:

PARCEL ONE

Beginning on Washington Street at its intersection with Washington Court;
Thence, running north $12^{\circ} 39'$ east by said Washington Street, Seventy-Three and $2/3$ ($73-2/3$) feet to land formerly of Susanna E. Reynolds;
Thence, easterly by said Reynolds land, One Hundred Twelve (112) feet, more or less, to a corner of land of the said Domenick Checca;
Thence, north $12^{\circ} 39'$ east by said Reynolds land, Sixty-Eight (68) feet, more or less, to Lincoln Street;
Thence, easterly by said Lincoln Street, Fifty-One (51) feet to land formerly of Seba Smith;
Thence, running southerly by said Smith land, One Hundred Fifty-Five and $2/3$ ($155-2/3$) feet to said Washington Court;
Thence, north $71^{\circ} 15'$ west by said Washington Court, two (2) chains and five (5) links to the point of beginning.

Excepting there from any portion lying within a public right of way.

PARCEL TWO

Beginning at a point on the easterly side of Washington Street at the northwesterly corner of parcel one herein above described;
Thence, running easterly by said parcel one, One Hundred Four and $3/4$ ($104 - 3/4$) feet, more or less, to a corner;
Thence, turning and running northerly by said parcel one, Sixty (60) feet more or less to Lincoln Street;
Thence, turning and running westerly by said Lincoln Street, One Hundred Eleven and $3/4$ ($111-3/4$) feet to Washington Street;
Thence turning and running southerly by said Washington Street, Sixty-Six (66) feet to the point of beginning.

Excepting there from any portion lying within a public right of way.

Subject to and together with non-exclusive easements for ingress, egress and parking as provided in that certain Declaration of Easements and Rights dated January 14, 1981 and recorded with Norfolk County Registry of Deeds in Book 5842, Page 374.

Subject to an Order of Taking by the Town of Stoughton dated June 4, 1930 and recorded as aforesaid in Book 1893, Page 422.

Subject to an Easement by Blake Brothers Corporation to New England Telephone and Telegraph Company dated April 21, 1981 and recorded as aforesaid in Book 5874, Page 391.

GECFFC No. 8001-3183
Escrow No. X01-24364
Store No. 369
630 Washington St.
Stoughton, MA

TRADEMARK
REEL: 002422 FRAME: 0172

That certain parcel of land situate in the City of Quincy (Wollaston), in the County of Norfolk and the Commonwealth of Massachusetts, bounded and described as follows:

Northeasterly by Hancock Street, one hundred twenty nine and $82/100$ (129.82) feet;
Southeasterly by the Northwesterly line of an unnamed Street, as shown on plan filed with Certificate No.5604, and by lot numbered 100, as shown on plan filed with Certificate No.97376, one hundred forty one and $60/100$ (141.60) feet;
Southwesterly by said lot numbered 100, one hundred fifteen and $05/100$ (115.05) feet;
Northwesterly by lot numbered 22, as indicated on said plan filed with Certificate No. 97376, fifty (50) feet;
Northeasterly by lot numbered 21, as indicated on said plan filed with Certificate No. 97376, three and $45/100$ (3.45) feet; and
Northwesterly by said lot numbered 21, as indicated on plan filed with Certificate No. 6214, ninety (90) feet.

Said parcel comprises lots numbered 36 and 78 on a plan drawn by C.B. Humphrey, Surveyor for Court, dated Oct. 25, 1922, No. 4115M and filed in Norfolk Registry District with Certificate No. 6214, Book 32; lot 77 on a plan drawn by Ernest W. Branch, Civil Engineer, dated Mar. 30, 1921, as approved by the Land Court, filed in the Land Registration Office as No. 4115L, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 5604, Book 29; and lot numbered 101 on a plan drawn by Ernest W. Branch Inc., Robert S. Booth Jr., Surveyor, dated November 29, 1973, as approved by said Court, filed in the Land Registration Office as No. 4115-7, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 97376, Book 487.

Excepting and excluding herefrom so much of the fee and soil in said unnamed Street as lies opposite said lot numbered 77. Said lot numbered 101 is subject to the condition set forth in Document No. 344339.

That certain tract or parcel of land located in Yarmouth (West) Barnstable County, Massachusetts, and bounded and described as follows:

SOUTHERLY	By the State Highway (Route 28) one hundred seventeen and 28/100 (117.28) feet;
SOUTHWESTERLY and WESTERLY	By Higgins Crowell Road, two hundred thirty-seven and 49/100 (237.49) feet;
NORTHWESTERLY	By Abell's Road, two hundred fifty-four and 00/100 (254.00) feet;
NORTHEASTERLY	By Lot 1, one hundred five and 12/100 (105.12) feet;
SOUTHEASTERLY	By Lot 2, three hundred fifty-four and 99/100 (354.99) feet;

Containing 1.58 acres and being Lot 3 on a Plan entitled "Plan of Land in West Yarmouth, Massachusetts for Realty Associates, dated, November 17, 1978, Edward E. Kelley, Reg. Land Surveyor, Cummaquid, Massachusetts" and recorded in Plan Book 330 Page 24.

Subject to reservations, restrictions, covenants and easements set forth in the deed dated April 11, 1979 and recorded with Barnstable County Registry of Deeds in Book 2899, Page 284.

Subject to an easement granted to New Bedford Gas and Edison Light Company and New England Telephone and Telegraph Company dated December 20, 1979 and recorded with said Deeds in Book 3037, Page 129.

The land situated in Greenfield, County of Franklin and Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Beginning at a Massachusetts Highway Bound at the Southeast corner of Robbins Road and Mohawk Trail (Route 2); thence running South 75° 19' 58" East a distance of 190.65 feet along the southerly line of Mohawk Trail to a Mass. Highway Bound marking a curve to the right having a radius of 260.0 feet; thence turning and running along said curve a distance of 176.16 feet to an iron pin on said line being in the center line of Smead Brook; thence turning and running South 24° 05' 09" West a distance of 12.00 feet along said Brook to a point; thence turning and running North 49° 44' 00" West of distance of 110.00 feet to a point; thence turning and running North 15° 40' 00" East a distance of 10.40 feet to a point; thence turning and running North 74° 20' 00" West a distance of 10.00 feet to a point; thence turning and running South 15° 40' 00" West a distance of 20.00 feet to a point; thence turning and running South 74° 20' 00" East a distance of 10.00 feet to a point; thence turning and running North 15° 40' 00" East a distance of 6.30 feet to a point; thence turning and running South 49° 44' 00" East a distance of 109.50 feet to a point in Smead Brook; thence turning and running South 24° 05' 09" West along Smead Brook a distance of 41.44 feet to an iron pin; thence turning and running South 64° 10' 18" West a distance of 18.03 feet along said Brook to an iron pin; thence turning and running South 17° 00' 12" West a distance of 23.77 feet along said Brook to an iron pin; thence turning and running South 79° 00' 00" West a distance of 52.00 feet to a point in said Brook; thence turning and running North 61° 29' 00" West a distance of 47.73 feet to an iron pin in said Brook; thence turning and running South 57° 56' 34" West a distance of 57.36 feet to an iron pin in said Brook; thence turning and running North 84° 56' 13" West a distance of 186.85 feet to an iron pin on the easterly line of Robbins Road; thence turning and running North 11° 29' 02" East a distance of 233.08 feet along said easterly line of Robbins Road to the point of beginning.

Containing 62,838 square feet or 1.44 acres, more or less, together with a easement recorded in the Franklin County Registry of Deeds, Book 1658, page 2.

Being Parcel A, on plan recorded in said Registry in Plan Book 49, Pg. 71.

Subject to dam rights in Smead Brook set forth in deed dated September 19, 1945 and recorded in Book 879, Page 233.

Subject to pole and line easement to Western Massachusetts Electric Company and New England Telephone and Telegraph Company dated November 18, 1947 and recorded in Book 898, Page 358.

Subject to sanitary and storm drain easements taken by Commonwealth of Massachusetts Department of Public Works dated May 7, 1963 and recorded in Book 1152, Page 694.

Subject to rights of others in and to the uninterrupted flow of Smead Brook

Subject to right of way easement reserved in deed to Blake Brothers Corporation dated June 16, 1981 and recorded in Book 1658, Page 2.

Subject to Order of Conditions by Greenfield Conservation Commission in Book 1665, Page 156.

GECFFC No. 8001-3195
Escrow No. X01-24371
Store No. 790
200 Mohawk Trail

TRADEMARK
REEL: 002422 FRAME: 0175

A certain parcel of land in Haverhill, Massachusetts situated on the westerly side of Main Street, bounded and described as follows:

Beginning at a point on the westerly line of Main Street at land of McDonald's Corporation, thence running by said Main Street South $22^{\circ} 40' 15''$ East 48.73 feet to a point; thence turning and running still by said Main Street South $14^{\circ} 24' 10''$ East 119.81 feet to a point at land of William A. Conte; thence turning and running by land of William A. Conte South $75^{\circ} 35' 50''$ West 153.40 feet to an iron pin at land of Richard M. and Joan Lewis; thence turning and running North $04^{\circ} 50' 27''$ West 40.32 feet to an iron pin at land of Richard M. and Joan Lewis; thence turning and running by said land of Richard M. and Joan Lewis South $67^{\circ} 16' 01''$ West 170 feet to a point at other land of George-Pesky, Inc.; thence turning and running by said other land of George-Pesky, Inc. North $09^{\circ} 17' 15''$ West 115.53 feet to a point of land of McDonald's Corporation; thence turning and running by said land of McDonald's Corporation North $68^{\circ} 21' 13''$ East 300 feet to a point at Main Street and the point of beginning.

GECFFC No. 8001-3198

Escrow No. X01-24373

Store No. 830

1160 Main St.

Haverhill, MA

TRADEMARK

REEL: 002422 FRAME: 0176

Exhibit "A"

All the real property located in the Township of Clark, County of Union, State of New Jersey and more particularly described as follows:

Being commonly known as Lots 45 through 48, inclusive, and Lots 63 through 66, inclusive, Block 4, as shown on Map of "Cranford Heights, Clark Township near Cranford Station, Union County, N.J. owned by Manhattan Land & Security Company, 853 Broadway, N.Y. City" and filed at the Union County Register's Office as Map No. 152-D.

GECFFC No. 8001-3216
Escrow No. X01-24381
Store No. 175
1463 Raritan Rd.
Clark, NJ

TRADEMARK
REEL: 002422 FRAME: 0177

Exhibit "A"

All the real property located in the Township of Moorestown, County of Burlington, State of New Jersey and more particularly described as follows:

BEGINNING at a steel pin in the Southerly line of East Main Street, (65' wide) corner to other lands formerly of Nilsen Corporation, said point being distant 328.34' measured on a bearing South 65 degrees 10 minutes West, from the Southwesterly corner of West Main Street and South Church Street and extends thence

(1) South 65 degrees 10 minutes West along the Southerly line of West Main Street 125.56 feet to an angle point in the same thence

(2) South 65 degrees 06 minutes 54 seconds West along the same 34.85 feet to a steel pin corner to a 0.696 acre lot about to be conveyed to William Saslaff, et ux; thence

(3) South 24 degrees 50 minutes East along said lot about to be conveyed 184.45 feet to a steel pin corner to the same, thence

(4) North 66 degrees 19 minutes East still along said lot in part and along other lands now or formerly of Nilsen Corp., 160.44 feet to a spike corner to said other lands of Nilsen Corporation, thence

(5) North 24 degrees 50 minutes West still along said other lands, 187.70 feet to the place of beginning.

TOGETHER WITH Beneficial Rights for drainage created by document recorded in Deed Book 1825, Page 82.

Exhibit "A"

ALL that certain lot, piece or parcel of land situate, lying and being in the Village of Elsmere, Town of Bethlehem, County of Albany, and State of New York, and bounded and described as follows; viz:

BEGINNING at a point in the southerly line of Delaware Avenue distant westerly 465 feet from the point of inter-section of the westerly line of Elsmere Avenue with the southerly line of Delaware Avenue and runs from said point of beginning southerly with an interior angle of 90 degrees with the southerly line of Delaware Avenue and along the easterly line of Lot Number 9 as shown on a map entitled "Map of Mary Ellen Platt's Land" made by Leslie Allen, dated April 18, 1905 and filed in the Albany County Clerk's Office on February 27, 1912 in Drawer 26, Book 26, Map 773, 240.37 feet to an iron pipe standing in the northerly line of lands of the Delaware and Hudson Railroad, thence westerly with an interior angle of 70 degrees 05 minutes and along the northerly line of lands of the Delaware and Hudson Railroad 116.98 feet to an iron pipe; thence northerly with an interior angle of 109 degrees 55 minutes and along the westerly line of Lot Number 10 as shown on map of lands of Mary Ellen Platt as aforesaid 200.51 feet to an iron pipe standing in the southerly line of Delaware Avenue, thence easterly and along the southerly line of Delaware Avenue with an interior angle of 90 degrees 110.0 feet to the point or place of beginning.

GECFFC No. 8001-3230
Escrow No. X01-24390
Store No. 204
270 Delaware Ave.
Elsmere, NY

TRADEMARK
REEL: 002422 FRAME: 0179

Exhibit "A"

All that certain piece or parcel of land at or near the intersection of Columbia Turnpike and Route #4, located in the Town of East Greenbush, County of Rensselaer, State of New York, and being more particularly described as follows:

Beginning at a point on the northwest line of Route # 4, at the lands of Niagara Mohawk Power Corporation, said point being the southeast corner of the parcel herein described, thence southwesterly along said Route #4:

(1) S 33 deg. 00 min. W 150.0 feet to a point, thence along other lands of Ervin C. Ouderkirk and Helen M. Ouderkirk, his wife, being a vacant lot, for one course;

(2) N 31 deg. 08 min. 10 sec. W 232.54 feet to a point, being on the boundary of the lands now or formerly of Witbeck, thence along the same;

(3) N 57 deg. 14 min. E 133.0 feet to a point, being at the lands of the aforementioned Niagara Mohawk Power Corporation, thence southerly along the same;

(4) S 31 deg. 49 min. E 170.90 feet to the point of beginning.

Tax Map Identification: Section 166.15 Block 4 Lot 6

GECFFC No. 8001-3233

Escrow No. X01-24392

Store No. 333

9 Troy Rd.

East Greenbush, NY

Exhibit "A"

PARCEL I

All that certain tract of land lying and being in the City of Kingston, County of Ulster, State of New York, being more particularly described as follows:

Beginning at a point in the Westerly street line of Washington Avenue at the Southeasterly corner of lands belonging to Allan L. Hanstein, Inc., and running:

- (1) thence from said point of beginning along the Westerly street line of Washington Avenue South 20 deg. 49 min. 50 sec. East 90.00 feet to a point;
- (2) thence on a curve to the right having a radius of 60.00 feet, a distance of 146.45 feet to a point;
- (3) thence along lands of the City of Kingston North 21 deg. 07 min. 30 sec. West 76.75 feet to a stone monument;
- (4) thence along the same South 74 deg. 22 min. 30 sec. West 75.46 feet to a point;
- (5) thence along the same North 27 deg. 58 min. 30 sec. West 54.50 feet to a point;
- (6) thence along the Southerly bounds of lands of Allan L. Hanstein, Inc., North 71 deg. 55 min. East 188.42 feet to the place of beginning.

PARCEL II

All that certain tract of land lying and being in the City of Kingston, County of Ulster, State of New York, being more particularly described as follows:

Beginning at a point in the Northerly bounds of lands of the City of Kingston, (Deitz Memorial Stadium) at a point South 27 deg. 58 min. 30 sec. East 54.50 feet from the Southwesterly corner of lands now or formerly of Allan L. Hanstein, Inc., and running:

- (1) thence from said point of beginning North 74 deg. 22 min. 30" East 75.46 feet to a monument;
- (2) thence South 21 deg. 07 min. 30 sec. East 76-75 feet to a point;
- (3) thence North 71 deg. 46 min. West 93.29 feet to a point;
- (4) thence North 27 deg. 58 min. 30 sec. West 25.00 feet to the place of beginning.

The above description (two parcels) was drawn in accordance with "Map of Land of Friendly Ice Cream Corporation", dated Feb. 25, 1972 and made by Augustus S. Brinier, P.E., L.L.S.

GECFFC No. 8001-3235
Escrow No. X01-24393
Store No. 403
403-409 Washington Ave.
Kingston, NY

TRADEMARK
REEL: 002422 FRAME: 0181

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND situate in the Town and County of Ulster and State of New York more particularly described as follows:

BEGINNING at recovered concrete monument on the Easterly side of New York State Highway Route 9-W, leading from Kingston to Saugerties, said point of beginning being the Northwesterly corner of lands of Martin and Steven Aaron and running

(1) thence from said point of beginning along the easterly side of New York State Highway Route 9-W the following courses and distances: North 2 degrees 57 minutes 52 seconds East 140.82 feet to a point;

(2) thence North 7 degrees 19 minutes 00 seconds East 24.18 feet to an iron pipe;

(3) thence along other lands of King-Devo Co. South 85 degrees 23 minutes 57 seconds east 300.00 feet to an iron pipe;

(4) thence still along lands of King-Devo Co. South 3 degrees 36 minutes 04 seconds West 164.93 feet to an iron bar on the Northerly line of lands of Martin and Steven Aaron;

(5) thence along said line North 85 degrees 23 minutes 57 seconds West and passing over a recovered iron bar on line 300.00 feet to the place of beginning.

THE GRANTORS FURTHER GRANT TO THE GRANTEE a non-exclusive easement for right of way for ingress and egress from Route 9-W to the parcel above described over the following described right of way situate in the Town and County of Ulster and State of New York:

BEGINNING at a point on the Northerly line of a 1.138 acre parcel of land on the Easterly side of New York State Highway Route 9-W conveyed by King-Devo Co. to Friendly Ice Cream Corp. by the foregoing description, said point of beginning being South 85 degrees 23 minutes 57 seconds East 20.02 feet from the Northwesterly corner of said parcel and running:

(1) thence from said point of beginning North 7 degrees 19 minutes 00 seconds East 115.33 feet to a point;

(2) thence North 88 degrees 15 minutes 17 seconds West 20.10 feet to a point on the Easterly side of New York State Highway Route 9-W:

(3) thence along the Easterly side of said highway. North 7 degrees 19 minutes 00 seconds East 50.24 feet to a point;

(4) thence across lands of King-Devo Co. the following courses and distances: South 88 degrees 15 minutes 17 seconds East 70.33 feet to a point;

(5) thence South 7 degrees 19 minutes 00 seconds West 168.07 feet to a point on the Northerly line of the aforementioned 1.138 acre parcel;

(6) thence along the Northerly line of said parcel. North 85 degrees 23 minutes 57 seconds West 50.06 feet to the place of beginning.

GECFFC No. 8001-3237
Escrow No. X01-24395
Store No. 822
Rt. #9W 1354 Ulster Ave.
Kingston, NY

TRADEMARK
REEL: 002422 FRAME: 0182

Exhibit "A"

PARCEL I:

All that tract, piece or parcel of land situate in the Town of Clifton Park, Saratoga County, New York, lying along the northerly right-of-way line of N.Y.S. Route 146, S.H. No. 8137, being more particularly bounded and described as follows:

BEGINNING at an iron rod marker on the Northerly right-of-way line of N.Y.S. Route 146, S.H. No. 8137, at a point where said right-of-way line is intersected by the division line between the lands of Car-Ken Enterprises, Ltd on the East and the lands now or formerly of John R. Milanese and Lucy M. Milanese, as conveyed by Warranty deed from William Fawthrop dated August 18, 1977, as filed in the Saratoga County Clerk's Office in Liber 973 cp. 1100, on the West and runs thence from said POINT OF BEGINNING along said division line N 01° 47' 43" W, 89.40 feet to an iron rod marker set at a point where said division line intersects the Southerly right-of-way line of Old N.Y.S. Route 146; thence along said right-of-way line the following three (3) courses: N 84° 04' 40" E, 133.92 feet to an iron toad marker; thence N 03° 47' 25" W, 1.00 foot to an iron rod marker? thence N 87° 59' 33" E, 208.76 feet to an iron rod marker set at a point where said right-of-way line is intersected by the Westerly line of a proposed road; thence along said Westerly line the following two (2) courses: S 03° 16' 50" E, 145.90 feet to an iron rod marker set at a point of curvature, thence generally southwesterly along a curve to the right of radius 40.00 feet, a distance of 75.07 feet (chord: S 50° 28' 58" W, 64.53 feet) to an iron rod marker set at a point of tangency; said point lying on the Northerly right-of-way line of N.Y.S. Route 146, S.H. No. 8137; thence along said right-of-way line the following two (2) courses: N 75° 45' 15" W, 300.27 feet to an iron rod marker set at an angle point in the said right-of-way line; thence N 78° 23' 15" W, 6.65 feet to an iron rod marker set at a point where said right-of-way line is intersected by the division line between the lands of Car-Ken Enterprises, Ltd. on the East and the lands now or formerly of John R. Milanese and Lucy M. Milanese on the West, and the point or place of beginning.

Excepting therefrom premises appropriated by the State of New York by Notice of Appropriation dated April 16, 1987 and recorded in the Saratoga County Clerk's Office in Book 1191 of Deeds at Page 22.

PARCEL II:

All that certain tract, piece or parcel of land situate in the Town of Clifton Park, Saratoga County, New York lying generally Northerly of New York State Route 146, SH No. 8137 and Westerly of Clifton Country Road Extension and being more particularly bounded and described as follows:

Beginning at the point of intersection of the division line between lands now or formerly of Richard M. Onderchain and Madeline B. Onderchain as described in Book 1034 of Deeds at Page 404 on the West and Lands now or formerly of Friendly Ice Cream Corporation as described in Book 1049 of Deeds at Page 650 on the East with the Southerly margin of Old New York State Route 146 and thence from said point of beginning along the first mentioned division line South 01 deg. 47 min. 43 sec. East 84.13 to its point of intersection with the 1986 Highway boundary of New York State Route 146; thence along the Northerly and easterly highway boundary the following two (2) courses: 1) North 78 deg. 24 min. 26 sec. West 107.58 feet to a point; and 2) North 01 deg. 47 min. 09 sec. West 51.67 feet to its point of intersection with the Southerly margin of Old New York State Route No. 146; thence along said Southerly road margin. North 84 deg. 04 min. 40 sec. East 104.92 feet to the point or place of beginning.

PARCEL I - Tax Map Identification Section 272 Block 1 Lot 27.2

PARCEL II - Tax Map Identification Section 271 Block 3 Lot 65.1

GECFFC No. 8001-3241

Escrow No. X01-24398

Store No. 868

815 Route 146

Clifton Park, NY

TRADEMARK
REEL: 002422 FRAME: 0183

Exhibit A

Being a parcel of land in the south ten (10) acres, exclusive of the right of way of the Toledo, Bowling Green and Southern Traction Company of the north one-half (1/2) of the southeast quarter (1/4) of the southeast quarter (1/4) of Section thirteen (13), Town five (5) North, Range ten (10) East, in the City of Bowling Green, Plain Township, Wood County, Ohio, and more particularly described as follows:

Commencing at a point on the east line of the southeast quarter (1/4) that is seventy-five and zero hundredths (75.00) feet south of the northeast corner of the above described ten (10) acre tract;

Thence west parallel to the north line of the said ten (10) acre tract, two hundred forty-five and zero hundredths (245.00) feet to a point;

Thence south on a line parallel to the east line of the southeast quarter (1/4) of Section thirteen (13), one hundred twenty-five and zero hundredths (125.00) feet to a point;

Thence east on a line parallel to the north line of said ten (10) acre tract, two hundred forty-five and zero hundredths (245.00) feet to a point on the east line of the southeast quarter (1/4) of Section thirteen (13);

Thence north along the east line of the southeast quarter (1/4) of Section thirteen (13), one hundred twenty-five and zero hundredths (125.00) feet to the place of beginning.

Subject to all legal highways.

B 08—510—130401045000
(.70 ac.)

GECFFC No. 8001-3245
Escrow No. X01-24401
Store No. 503
1027 N. Main St.
Bowling Green, OH

TRADEMARK
REEL: 002422 FRAME: 0184

Exhibit "A"

Situated in the City of Elyria, County of Lorain and State of Ohio, and being known as Sublet Nos. 8, 9, 10 and 43 of Laundon Allotment as recorded in Lorain County Plat Records Volume 8, Page 1 and further being known as part of Original Elyria Township Lot No. 77 and East of the River, as surveyed by McGlinchy & Associates, March 22, 1975, but subject to all legal highways.

Permanent Parcel Nos. 06-25-077-102-002; 06-25-077-102-003; 06-25-077-102-004; 06-25-077-102-007

GECFFC No. 8001-3246
Escrow No. X01-24402
Store No. 571
204 E. Broad St.
Elyria, OH

TRADEMARK
REEL: 002422 FRAME: 0185

Exhibit "A"

Located in Section 16, Town 3, Range 6 East, City of Vandalia, County of Montgomery, State of Ohio and being all of Lot No. 2 of Hunter Plat as recorded in Book 100, Page 17 in the Plat Records of Montgomery County, Ohio and being more particularly described as follows:

Beginning at a point in the north line of Dalia Dell, Section One as recorded in Book "AA", Page 9 in the Plat Records of Montgomery County, Ohio, said point being also the southwest corner of said Lot No. 2 said point being also the southeast corner of land conveyed to Wayne E. Broaddus by deed recorded in Microfiche No. 75-604 EII in the Deed Records of Montgomery County, Ohio; thence with the west line of said Lot No. 2 and with the east line of said Broaddus Land and the northward extension of said line, said northward extension being the east line of land conveyed to Omega Oil Co. by Deed recorded in Microfiche No. 74-29 D10 in the deed Records of Montgomery County, Ohio, North no degrees one minute twenty seconds (00°01'20") East for two hundred sixty-four and 45/100 (264.45) feet to the northwest corner of said Lot No. 2 in the south line of National Road (State Route 40); thence with the north line of said Lot No. 2 and with the south line of said National Road, North eighty-three degrees no minutes no seconds (83°00'00") East for one hundred fifty-one and 13/100 (151.13) feet, to the northeast corner of said Lot No. 2; thence leaving the south line of said National Road with the east line of said Lot No. 2, South no degrees one minute twenty seconds (00°01'20") West for two hundred eighty-two and 06/100 (282.06) feet to the southeast corner of said Lot No. 2 and the north line of said Dalia Dell, Section One; thence with the south line of said Lot No. 2 and with the north line of said Dalia Dell, Section One, South eighty-nine degrees forty-one minutes thirty seconds (89°41'30") West for one hundred fifty and no/100 (150.00) feet to the point of beginning, containing no and 941/1000 (0.941) acres, more or less.

The above description is based on a field survey made by the Ralph L. Woolpert Company in December, 1975.

GECFFC No. 8001-3248
Escrow No. 01-24404
Store No. 632
564 W. National Rd.
Vandalia, OH

TRADEMARK
REEL: 002422 FRAME: 0186

Exhibit "A"

Situated in the City of Parma Heights, County of Cuyahoga and State of Ohio:

And known as being part of Block "A" in Sturbridge Subdivision as shown by the recorded plat in Volume 188 of Maps, Page 78 of Cuyahoga County Records in Original Parma Township, Lot Number 3, Ely Tract, and being further described as follows:

Beginning at an iron pin in the monument box at the intersection of the centerline of Pearl Road with the centerlines of Stumph Road and York Road;

Thence South $46^{\circ} 28' 05''$ East along the centerline of York Road 90 feet wide a distance of 471.54 feet to an iron pin in a monument box at the point of curvature;

Thence South $43^{\circ} 31' 55''$ West a distance of 45.00 feet to the point of curvature of the westerly right-of-way line of York Road;

Thence Southeasterly 178.54 feet along the said westerly right-of-way line of York Road along the arc of a circle deflecting to the right having a radius of 2819.79 feet and whose chord bears South $44^{\circ} 39' 15''$ East 178.50 feet to a point in the northwesterly line of said block "A";

Thence Southeasterly 135.00 feet along the said westerly right-of-way line of York Road along the arc of a circle deflecting to the right, having a radius of 2819.79 feet, and whose chord bears South $41^{\circ} 28' 07''$ East 134.99 feet to an iron pin and the Principal Place of Beginning;

Thence South $49^{\circ} 45' 22''$ West a distance of 116.03 feet to an iron pin;

Thence South $52^{\circ} 59' 54''$ West a distance of 134.40 feet to a drill hole;

Thence North $81^{\circ} 36' 53''$ West a distance of 29.51 feet to an iron pin;

Thence South $35^{\circ} 45' 51''$ East a distance of 180.22 feet along the westerly line of said Block "A" to an iron pin;

Thence North $49^{\circ} 45' 22''$ East a distance of 279.42 feet to an iron pin in the said westerly right-of-way line of York Road;

Thence Northwesterly 150.00 feet along the said westerly right-of-way line of York Road along the arc of a circle deflecting to the left, having a radius of 2819.79 feet and whose chord bears North $38^{\circ} 34' 24''$ West 149.98 feet to the Principal Place of Beginning containing 0.9721 acres of land according to a survey dated November 1975 by Ray Henry, Registered Professional Civil Engineer and Land Surveyor, be the same more or less, but subject to all legal highways. Permanent Parcel Number 472-30-050

GECFFC No. 8001-3249
Escrow No. X01-24405
Store No. 642
6400 York Rd.
Parma Heights, OH

TRADEMARK
REEL: 002422 FRAME: 0187

Exhibit "A"

Situated in the Township of Coventry, County of Summit and State of Ohio: Known as being a part of Tract 13 in said Township, and is further bounded and described as follows, to wit:

Beginning at a county highway monument found at the intersection of the centerline of Killian Road, C.H. #135 (60' R/W) with the centerline of Arlington Road, C.H. #15 (60' R/W);

Thence South $00^{\circ} 20' 28''$ West, along the centerline of said Arlington Road a distance of 1235.26 feet to a county highway monument found at an angle point in said centerline;

Thence South $00^{\circ} 30' 23''$ West, continuing along the centerline of said Arlington Road a distance of 751.01 feet to a point and the true place of beginning of the parcel of land hereinafter described;

Thence South $00^{\circ} 30' 23''$ West, continuing along the centerline of said Arlington Road a distance of 180.00 feet to the northeast corner of land presently owned by H & S Properties (Deed Volume 6602, Page 836);

Thence North $88^{\circ} 38' 25''$ West, along the north line of said H & S Properties land (and passing over a $3/4''$ rebar set in the west right-of-way line of said Arlington Road a distance of 66.14 feet from said centerline) a distance of 270.60 feet to a $3/4''$ rebar set in the east limited access line of Interstate Route 77;

Thence North $04^{\circ} 52' 18''$ West, along the east limited access line of said Interstate Route 77 a distance of 58.60 feet to a $3/4''$ rebar set at a point of curve in said limited access line;

Thence Northerly, continuing along the east limited access line of said Interstate Route 77 following the arc of a circular curve to the right, said curve has a central angle of $01^{\circ} 51' 32.8''$, a radius of 3756.53 feet, a tangent of 60.95 feet, a chord of 121.88 feet which bears North $01^{\circ} 30' 56''$ West, an arc distance of 121.89 feet to a $3/4''$ rebar set;

Thence South $88^{\circ} 38' 25''$ East, a distance of 280.39 feet (and passing over a $3/4''$ capped rebar set in the east right-of-way line of said Arlington Road a distance of 60.03 feet from the centerline thereof) to the true place of beginning and containing 1.142 acres of land as determined from a survey by Bruce J. Campbell, Registered Surveyor #5096 on August 23, 1984.

The bearings used herein are based on the bearing of Arlington Road as shown in the deed from W.E. and S.A. Fosnight to George Ayers as recorded in Deed Volume 6252, Page 726 of the Summit County Record of Deeds.

Be the same more or less, but subject to all legal highways. PPN: CO-00027-04-013.001 PM: 21-00032

GECFFC No. 8001-3254
Escrow No. 01-24410
Store No. 962
2934 S. Arlington Rd.
Akron, OH

TRADEMARK
REEL: 002422 FRAME: 0188

Exhibit "A"

ALL THAT CERTAIN, lot of Real Estate, situate in the 21st Ward of the City of Philadelphia and described according to a plan of property made for Friendly Ice Cream Corp., by Vincent F. Collier, Surveyor and Regulator of the 9th District dated January 9, 1976 as follows, to wit.

BEGINNING at a point formed by the intersection of the Northeasterly side of Ridge Avenue, State Highway Route No. 67344 (100 feet wide, legally open and fully improved) and the Southeasterly side of Northwestern Avenue (35 feet wide, legally open) at this point; thence extending along the Southeasterly side of Northwestern Avenue (as legally open 35 feet wide) North 40 degrees, 26 minutes, 24 seconds East the distance of 33 feet 8 1/2 inches to a point on the said Southeasterly side of Northwestern Avenue; said point being 35 feet Southeast of the Philadelphia-Montgomery County Line; thence extending North 49 degrees, 33 minutes, 36 seconds West crossing Northwestern Avenue on City Plan (not legally open) 18 feet 6 inches to a point on the Southeasterly side of Northwestern Avenue (legally open 33 feet wide at this point) being 16 feet 6 inches Southeast of the Philadelphia-Montgomery County Line; thence extending North 40 degrees, 26 minutes, 24 seconds East along the Southeasterly side of Northwestern Avenue (legally open 33 feet wide), being 16 feet 6 inches Southeast of the Philadelphia-Montgomery County Line 173 feet 1 inch to a point; thence extending South 49 degrees, 33 minutes, 36 seconds East partly crossing part of Northwestern Avenue as on city Plan (but not legally open) 187 feet 9 inches to a point; thence extending South 40 degrees, 26 minutes, 24 seconds West 268 feet 11 inches to a point on the Northeasterly side of Ridge Avenue; thence extending along the Northeasterly side of Ridge Avenue North 29 degrees, 24 minutes, 16 seconds West 180 feet 3 1/2 inches to a point being the first mentioned point and place of beginning.

Containing in area 43,458.963 square feet.

BEING the same premises which Sun Oil Company of Pennsylvania, a Pennsylvania corporation by Deed dated 2/12/1976 and recorded 2/23/1976 in Philadelphia County in Deed Book DCC 1053 page 525 conveyed unto Friendly Ice Cream Corp., a Massachusetts corporation, its successors and assigns, in fee.

Also conveying all of the Grantor's right, title and interest, if any, in the following bounded and described parcel of land:

All that certain lot or parcel of ground situate in the City of Philadelphia, County of Philadelphia, State of Pennsylvania, bounded and described as follows:

Beginning at a point located on the South right-of-way line of Northwestern Avenue, said point being situate at the intersection of the East right-of-way line of Ridge Avenue with the aforementioned South right-of-way line of Northwestern Avenue; THENCE FROM THE PLACE OF BEGINNING along the aforementioned South right-of-way line of Northwestern Avenue, North forty degrees twenty-six minutes and twenty-four seconds East (N 40° 26' 24" E) for a distance of thirty-three and seventy-one hundredths feet (33.71') to a point; thence further along the same. North forty-nine degrees thirty-three minutes and thirty-six seconds West (N 49° 33' 36" W) for a distance of eighteen and fifty hundredths feet (18.50') to a point; thence still further along the same. North forty degrees twenty-six minutes and twenty-four seconds East (N 40° 26' 24" E) for a distance of one hundred seventy-three and eight hundredths feet (173.08') to a point; thence. South forty-nine degrees thirty-three minutes and thirty-six seconds East (S 49° 33' 36" E) for a distance of one hundred eighty-seven and seventy-five hundredths feet (187.75') to a point; thence, South forty degrees twenty-six minutes and twenty-four seconds West (S 40° 26' 24" W) for a distance of two hundred sixty-eight and ninety-two hundredths feet (268.92') to a point; thence along the aforementioned East right-of-way line of Ridge Avenue, North twenty-nine degrees twenty-four minutes and sixteen seconds West (N 29° 24' 16" W) for a distance of one hundred eighty and twenty-nine hundredths feet (180.29') to the place of beginning.

Containing 43,459.54 Square Feet (0.998 Acres).

GECFFC No. 8001-3259
Escrow No. X01-24412
Store No. 641
9165 Ridge Pike
Philadelphia, PA

TRADEMARK
REEL: 002422 FRAME: 0189

Exhibit "A"

ALL that certain lot or parcel of land situate in Bruton District, York County, Virginia and set out and shown as Parcel-A, containing 1.046 acres, on a plat of survey hereto attached and made a part hereof, which plat is entitled "YORK COUNTY, VIRGINIA, BURTON (sic) DISTRICT, PLAT SHOWING PARCEL-A; PROPERTY OF BEULAH VAN AUSDALL", dated 1-26-76, revised 6-3-76 and made by William M. Sours, C.L.S., and on which plat said property is more particularly described as follows:

Beginning at an iron pipe on the easterly side of U. S. Route 60 located 397 feet, more or less, in direction S 2°49'16"W from the point of intersection of the easterly line of U. S. Route 60 and the easterly projection of the southerly line of Gov. Beverly Court; thence S 81°28'14"E 308.40 feet to an iron pipe on the right of way of Chesapeake & Ohio Railroad; thence S 5°08'26"W 149.52 feet to an iron pipe; thence N 81°28'14"W 302.30 feet to an iron pipe on the easterly line of U. S. Route 60; thence N 2°49'16"E 150.00 feet to an iron pipe, the point of beginning. BEING the same real estate conveyed to Friendly Ice Cream Corporation, a Massachusetts corporation, by deed from Beulah VanAusdall, divorced, dated June 4, 1976, recorded June 4, 1976, in the Clerk's Office, Circuit Court, York County, Virginia, in Deed Book 288, Page 8.

Also conveying all of the Grantor's right, title and interest, if any, in the following bounded and described parcel of land:

All that certain lot or parcel of ground situate in the Bruton District County of York, Commonwealth of Virginia, bounded and described as follows:

Beginning at a point located on the East right-of-way line of U.S. Route 60 (Richmond Road), said point being situate South two degrees forty-nine minutes and sixteen seconds West (S 2° 49' 16" W) a distance of three hundred ninety-seven and no hundredths feet (397.00') from a point located at the intersection of the projected South right-of-way line of Governor Beverly Court with the aforementioned East right-of-way line of U.S. Route 60 (Richmond Road):

THENCE FROM THE PLACE OF BEGINNING, South eighty-one degrees twenty-eight minutes and fourteen seconds East (S 81° 28' 14" E) for a distance of three hundred eight and thirty-eight hundredths feet (308.38') to a point; thence. South five degrees eight minutes and twenty-six seconds West (S 5°08'26" W) for a distance of one hundred forty-nine and fifty-two hundredths feet (149.52') to a point; thence. North eighty-one degrees twenty-eight minutes and fourteen seconds West (N 81° 28'14" W) for a distance of three hundred two and thirty hundredths feet (302.30') to a point: thence along the aforementioned East right-of-way line of U.S. Route 60 (Richmond Road). North two degrees forty-nine minutes and sixteen seconds East (N 2°49'16" E) for a distance of one hundred fifty and no hundredths feet (150.00') to the place of beginning.

Containing 45,574.70 Square Feet (1.046 Acres).

GECFFC No. 8001-3264
Escrow No. X01-24415
Store No. 671
1803 Richmond Rd.
Williamsburg, VA

TRADEMARK
REEL: 002422 FRAME: 0190

Exhibit "A"

ALL that certain lot or parcel of land, lying and being in Bermuda District, Chesterfield County, Virginia, designated as Parcel 2, containing 1.010 acres (43,996 sq. feet) as shown on a plat of survey entitled "Plat Showing 3.118 Acres of Land Lying on the East Line of U.S. Route 1 & 301 Between Southland Drive and State Route 10 - Bermuda District, Chesterfield County, Virginia", prepared by J.K. Timmons & Associates, Inc., Engineers, Surveyors, Planners, dated March 3, 1983, recorded with a Deed of Trust, dated June 30, 1983, in Deed Book 1615, page 1560, and more particularly described thereon as follows:

BEGINNING at a point on the southern right-of-way line of Southland Drive said point being 224.39 feet from the eastern right-of-way line of U.S. Route 1 & 301 (Jefferson Davis Highway); thence along said southern right-of-way line of Southland Drive N. 88° 34' 43" E. 141.70 feet to a rod; thence S. 10° 18' 30" E. 327.84 feet to a rod, said rod being on the northern right-of-way line of State Route 10; thence along and fronting on said northern right-of-way line of State Route 10 N. 80° 56' 10" W. 148.40 feet to a rod; thence N. 10° 18' 30" W. 300.51 feet to a point, said point being the point and place of beginning.

BEING the same real estate conveyed to Friendly Ice Cream Corporation, by deed from Anderson & Anderson, Incorporated, dated October 31, 1983, recorded November 7, 1983, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 1631, page 1922.

Also conveying all of the Grantor's right, title and interest, if any, in the following bounded and described parcel of land:

All that certain lot or parcel of ground situate in the Bermuda District. County of Chesterfield. Commonwealth of Virginia, bounded and described as follows:

Beginning at a point located on the South right-of-way line of Southland Drive, said point being situate North eighty-eight degrees thirty-four minutes and thirty-three seconds East (N 88°34'33" E) a distance of two hundred twenty-four and thirty-nine hundredths feet (224.39') from a point located at the intersection of the East right-of-way line of U.S. Route 1 & 301 (Jefferson Davis Highway) with the aforementioned South right-of-way line of Southland Drive: THENCE FROM THE PLACE OF BEGINNING along the aforementioned South right-of-way line of Southland Drive. North eighty-eight degrees thirty-four minutes and thirty-three seconds East (N 88°34'33" E) for a distance of one hundred forty-one and seventy hundredths feet (141.70') to a point; thence. South ten degrees eighteen minutes and thirty seconds East (S 10°18'30" E) for a distance of three hundred twenty-seven and eighty-four hundredths feet (327.84') to a point; thence along the North right-of-way line of Virginia Route 10 (West Hundred Road). North eighty degrees fifty-six minutes and ten seconds West (N 80°56'10" W) for a distance of one hundred forty-eight and forty hundredths feet (148.40') to a point; thence. North ten degrees eighteen minutes and thirty seconds West (N 10°18'30" W) for a distance of three hundred and fifty-one hundredths feet (300.51') to the place of beginning.

Containing 43.983.12 Square Feet (1.010 Acres).

GECFFC No. 8001-3267
Escrow No. X01-24418
Store No. 869
2520 W. Hundred Rd.
Chester, VA

TRADEMARK
REEL: 002422 FRAME: 0191

Exhibit "A"

ALL that certain piece or parcel of land, with improvements thereon and appurtenances thereunto belonging, lying and being in Chesterfield County, Virginia, containing 1.327 acres, more or less, and designated as Tax parcel No. 75-4 (1)-P on that certain plat of survey made by Timmons dated January 26, 1998, entitled "Plat Showing 1.327 Acres of Land Located on the Southern Corner of the Intersection of Deer Run Drive and Rte. 360, Matoaca District, Chesterfield County, Virginia" (the "Plat"), a copy of which is recorded in Plat Book 99, page 31, and being more particularly bounded and described in accordance with the Plat as follows:

BEGINNING at a rod set at a point marked "P.O.B." on the Plat at the southwest intersection of Hull Street Road - U.S. Route 360 and Deer Run Drive, thence S. 3° 10' 04" E. 128.26 feet to a rod found; thence along a curve to the left through a central angle of 10° 03' 17", with a radius of 640.00 feet, an arc distance of 112.31 feet, a chord bearing S. 36° 11' 43" E., and a chord distance of 112.17 feet to a rod found; thence leaving said right-of-way line S. 58° 49' 56" W. 219.71 feet to a pk nail set; thence N. 31° 10' 04" W. 275.00 feet to a rod set; said rod lying on the southerly right-of-way line of U.S. Route 360, thence along said right-of-way line N. 58° 49' 56" E. 174.88 feet to a rod set; thence along a curve to the right through a central angle of 90° 00' 00", with a radius of 35.00 feet, an arc distance of 54.98 feet, a chord bearing S. 76° 10' 04" E. and chord distance of 49.50 feet to rod set, said rod being the point and place of beginning.

Also conveying all of the Grantor's right, title and interest, if any, in the following bounded and described parcel of land:

All that certain lot or parcel of ground situate in the Matoaca District. County of Chesterfield. Commonwealth of Virginia, bounded and described as follows:

Beginning at a point located on the South right-of-way line of U.S. Route 360 (Hull Street Road), said point being situate South five degrees forty-two minutes and one second West (S 5°42' 01" N) a distance of one hundred twenty-five and no hundredths feet (125.00') from a point located at the intersection of the projected centerline of Deer Run Drive with the centerline of aforementioned U.S. Route 360 (Hull Street Road): THENCE FROM THE PLACE OF BEGINNING around a curve leading from the aforementioned South right-of-way line of U.S. Route 360 (Hull Street Road) to the West right-of-way line of aforementioned Deer Run Drive, said curve having an angle of eighty-nine degrees fifty-nine minutes and forty-one seconds (89°59'41"), a radius of thirty-five and no hundredths feet (35.00'). a tangent of thirty-five and no hundredths feet (35.00'). an arc of fifty-four and ninety-seven hundredths feet (54.97'). for a chord course of South seventy-six degrees nine minutes and forty-two seconds East (S 76°09'42" E) for a chord distance of forty-nine and fifty hundredths feet (49.50') to a point; thence along the aforementioned West right-of-way line of Deer Run Drive, South thirty-one degrees ten minutes and four seconds East (S 31° 10' 04" E) for a distance of one hundred twenty-eight and twenty-six hundredths feet (128.26') to a point: thence further along the same. around a curve having an angle of ten degrees three minutes and eighteen seconds (10°03'18"), a radius of six hundred forty and no hundredths feet (640.00'). a tangent of fifty-six and thirty hundredths feet (56.30'). an arc of one hundred twelve and thirty-one hundredths feet (112.31'), for a chord course of South thirty-six degrees eleven minutes and fifty-three seconds East (S 36°11'53" E) for a chord distance of one hundred twelve and seventeen hundredths feet (112.17') to a point; thence, South fifty-eight degrees forty-nine minutes and fifty-six seconds West (S 58°49'56" W) for a distance of two hundred nineteen and seventy-one hundredths feet

Exhibit "A" (cont.)

(219.71') to a point; thence. North thirty-one degrees ten minutes and four seconds West (N 31°10'04" W) for a distance of two hundred seventy-five and no hundredths feet (275.00') to a point; thence along the aforementioned South right-of-way line of U.S. Route 360 (Hull Street Road). North fifty-eight degrees forty-nine minutes and fifty-six seconds East (N 58°49'56" E) for a distance of one hundred seventy-four and eighty-eight hundredths feet (174.88') to the place of beginning. Containing 57.817.95 Square Feet (1.327 Acres).

TOGETHER WITH a non-exclusive easement for vehicular and pedestrian access, ingress and egress, as set forth in Amended and Restated Declaration Of Easements, Restrictions And Maintenance Agreement, by and between Breez-In Associates, a Virginia general partnership, Amoco Oil Company, D.D.P. Group, et als, dated July 11, 1991, recorded July 23, 1991, in Deed Book 2166, page 1935.

BEING the same real estate conveyed to Friendly Ice Cream Corporation, a Massachusetts corporation, by deed from David R. Bogese, dated July 10, 1998, recorded July 22, 1998, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 3330, page 497.

SCHEDULE I
STATE SPECIFIC PROVISIONS

None