

HARD TIMES CAFE & CUE FRANCHISOR LEASE ADDENDUM

A. The landlord consents to Franchisee's use of the proprietary signs, distinctive exterior and interior designs and layouts, and the Proprietary Marks prescribed by Franchisor, and upon termination or the earlier expiration of the lease, consents to permit Franchisee, at Franchisee's expense, to remove all such items and other trade fixtures, so long as Franchisee makes repairs to the building caused by such removal.

B. The landlord agrees to provide Franchisor (at the same time sent to Franchisee) a copy of all amendments and assignments and notices of default pertaining to the lease and the leased premises at the following address:

M&K MANAGEMENT, INC.,
1701 S. ARLINGTON RIDGE ROAD,
ARLINGTON, VA 22202-1626

C. Franchisor shall have the right to enter the leased premises to make any modifications or alterations necessary to protect the System and the Proprietary Marks and to cure, within the time periods provided by the lease, any default under the lease, all without being guilty of trespass or other tort and to charge Franchisee for these costs.

D. The landlord agrees that Franchisee shall be solely responsible for all obligations, debts and payments under the lease.

E. The landlord agrees that, following the termination or earlier expiration of the Franchise, Franchisee shall have the right to make those alterations and modifications to the premises as may be necessary to clearly distinguish to the public the premises from a Hard Times Cafe & Cue Restaurant, and also make those specific additional changes as Franchisor reasonably may request for that purpose. The landlord also agrees that, if Franchisee fails to promptly make these alterations and modifications, Franchisor shall have the right to do so without being guilty of trespass or other tort so long as Franchisor makes repairs to the building caused by such removal.

F. The landlord agrees not to amend or otherwise modify the lease in any manner that would affect any of the foregoing requirements without Franchisor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

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G. Franchisee may assign the lease to Franchisor, its designee, or another approved Franchisee, with landlord's consent (which consent shall not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rentals payable to the landlord.

H. The landlord agrees to consent to Franchisee collaterally assigning the lease to Franchisor or its designee, granting Franchisor the option, but not the obligation, to assume the lease from the date Franchisor takes possession of the leased premises, without payment of any assignment fee or similar charge or increase in any rentals payable to the landlord. The following is suggested language to accomplish this:

"Franchisor will have the right, but not the obligation, on termination, cancellation, rescission or expiration of Franchisee's rights under this lease, to receive an assignment of Franchisee's leasehold interest and take possession of the Premises, without the lessor's or sublessor's consent and specifying that the lessor/sublessor will accept Franchisor as a substitute tenant on notice from Franchisor that Franchisor is exercising its rights but without liability for any obligations other than those solely related to Franchisor's period of occupancy. Upon receipt of an assignment of Franchisee's leasehold interest, Franchisor will assume all obligations and responsibilities, and faithfully perform them in accordance with the terms of the lease for its period of occupancy."