

Lessor's Covenants

8. The LESSOR agrees, during the term of this LEASE and any extension thereof, to hold any land owned or controlled by the LESSOR within a radius of one (1) mile of the PREMISES subject to the following restriction for the benefit of the LESSEE and the PREMISES; namely, that no part of such land shall be leased or used for the manufacture or sale at wholesale or retail of donuts, pies, pastry or bakery products, except that the sale of donuts, pies, pastry and bakery products at retail if not manufactured on the premises, may be made in connection with the operation of supermarkets, restaurants, diners, luncheonettes and soda fountains. The LESSOR further covenants that no improvements shall be erected on such land of the LESSOR which will materially interfere with the LESSEE'S curb cuts and access ways or with the visibility of the LESSEE'S shop and its sign to approaching automobile traffic traveling on adjoining highways or streets. ~~The LESSOR further agrees that the buildings referred to in Paragraph 7. of this LEASE which may be placed upon the PREMISES by the LESSEE shall at all times and under all circumstances during the term of the LEASE be considered personal property and shall not be considered as affixed to or part of the PREMISES, nor as property of the LESSOR.~~

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Lessor's Warranties

9. (a) The LESSOR represents and warrants that the use of the PREMISES for a restaurant type operation for the manufacture, sale and consumption on the PREMISES of donuts, pies, pastry, bakery products, coffee, nonalcoholic beverages, food items and other products and merchandise as from time to time sold in other restaurants or other donut shops is and will be a permitted use under the zoning laws or ordinances applicable to the PREMISES.

SEE
ADDENDUM
9 (b.1)

(b) The LESSOR represents and warrants that water, sanitary sewers, storm sewers, electric current, gas and telephone facilities sufficient to accommodate the operations described in Paragraph 9.(a) are available for connection at the PREMISES without undue expense to the LESSEE. ~~The LESSOR shall be responsible for the construction, maintenance and repair of the water, sanitary sewer, storm sewer, electric and telephone lines and facilities for connection at the PREMISES and for the removal of any obstructions to the same.~~

INITIALS
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(c) The LESSOR represents and warrants that the LESSOR has good and marketable title to the PREMISES in fee simple, and has full right and lawful authority to enter into this LEASE for the full term hereof; that the PREMISES are free from any encumbrance, easement or restriction under which the LESSEE'S rights to possession and use of the PREMISES may be affected, disturbed or terminated; and that there is presently no mortgage or deed of trust on the PREMISES, except as set forth in Schedule A. The LESSOR warrants and covenants that the holder of any mortgage or deed of trust described in Schedule A will, upon request, execute and deliver a subordination agreement, in form satisfactory to the LESSEE and its counsel, containing in substance the provisions described in Paragraph 9(d.) hereof. The LESSOR covenants that no mortgage, deed of trust, lien or other encumbrance, easement or restriction will be placed against the PREMISES prior to the recording of this LEASE or a memorandum or notice of this LEASE. Prior to the expiration of 30 days from the date hereof, in states where title insurance is available, the LESSOR agrees to obtain from an insurer acceptable to the LESSEE, at the LESSOR'S expense, a title insurance policy naming both the LESSOR and the LESSEE as insureds, as their respective interests may appear, or in lieu thereof, any other policy insuring the interest of, and acceptable to, the LESSEE, or in states where no title insurance is available, the LESSOR agrees to furnish the LESSEE, at the LESSOR'S expense, with a certificate by either an attorney or recognized title examiner acceptable to the LESSEE; in each instance, in conformity with all the foregoing representations, warranties and agreements of the LESSOR herein contained. The LESSOR further represents and warrants that as long as the LESSEE is not in default under this LEASE, during the term of this LEASE and any extension of said term, the LESSEE shall have quiet and peaceable enjoyment of the PREMISES and will not be disturbed.

LESSEE'S

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INITIALS
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(d) Any existing or future mortgages or deeds of trust covering the PREMISES shall be subject and subordinate to the rights of the LESSEE under this LEASE, and the mortgagee or trustee under any such mortgage or deed of trust shall agree in writing with the LESSEE: (i) to furnish the LESSEE and any mortgagee or assignee (conditional or otherwise) of any interest, or holder of any security interest, in any portion of the LEASE or the PREMISES (whether derived from the LESSEE or any parent, affiliate or assignee of the LESSEE) herein referred to collectively as "Mortgagee, Assignee or Interest Holder", of which the LESSOR has knowledge, with any notices of default thereunder, (ii) not to disturb the LESSEE'S possession and quiet enjoyment of the PREMISES so long as the LESSEE is not in default under this LEASE, and (iii) that any purchaser at any foreclosure sale or the mortgagee or trustee upon entry, shall assume and perform the obligations of the LESSOR hereunder, including any obligations to any Mortgagee, Assignee or Interest Holder of which the LESSOR has knowledge. The LESSOR shall promptly give the LESSEE and any Mortgagee, Assignee or Interest Holder, notice of the creation of any such mortgage or deed of trust and shall furnish the LESSEE with a copy thereof.

(e) The LESSOR agrees to execute such instruments as may be reasonably required from time to time during the term of this LEASE to allow the LESSEE to construct a Dunkin' Donuts Shop on the PREMISES and to facilitate the financing of the Dunkin' Donuts Shop.

The LESSOR acknowledges that the LESSEE is relying upon the representations, warranties and agreements expressly set forth in this Paragraph 9. in executing this LEASE and agrees that any breach thereof shall be grounds for the LESSEE to terminate this LEASE and to seek other and additional appropriate relief.

Lessee's Covenants

10. The LESSEE agrees:

(a) To procure and maintain, or cause to be procured and maintained, at its own expense, in the names of the LESSOR and the LESSEE a policy or policies of general liability insurance against claims and damages in connection with the PREMISES in amounts of not less than \$100,000 with respect to injuries or death suffered by any one person and not less than \$300,000 with respect to injuries or death suffered in any one accident.

(b) To keep the PREMISES in as good order, repair and condition as the same were in at the commencement of the term or may be put in thereafter, except for reasonable wear and use and damage resulting from fire or unavoidable casualty.

(c) To relinquish all of its interests in the building placed upon and improvements made to the PREMISES, including all filling, grading, hardtopping, curb cuts and utilities, at the expiration of the term of the LEASE or any extended term, as the case may be; and

(d) To keep the building constructed on the PREMISES by the LESSEE insured against loss or damage by fire, with extended coverage, for its insurable value provided, however, that an 80% co-insurance clause will be permitted.