

Lessee's Right to Terminate

11. The LESSEE shall have the right at any time to terminate this LEASE by giving the LESSOR at least one hundred and twenty (120) days written notice. Upon any such termination, this LEASE shall terminate as though the termination were the date originally fixed as the end of the term. In the event that the LESSEE shall exercise this right of termination, the LESSEE, after causing to be removed its equipment, fixtures, signs and advertising devices, shall return the PREMISES to the LESSOR, allowing to remain thereon all of the improvements made to the PREMISES, including any buildings and improvements and all filling, grading, hard-topping, curb cuts and utilities. In the event that the LESSEE shall exercise this right of termination, the LESSEE further agrees to satisfy all mortgages, liens or encumbrances placed on its interests in the PREMISES.

Lessee's Rights of Mortgage and Assignment

12. Without the consent of the LESSOR, the LESSEE shall have the right from time to time to do any one or more of the following: (i) mortgage or assign its interests hereunder, (ii) assign this LEASE, and (iii) sublease the PREMISES or any part thereof; provided, however, that in all such instances, the LESSEE shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by the LESSEE.

Rights of Mortgagee, Assignee or Interest Holder

13. The LESSOR, without the prior written consent of any Mortgagee, Assignee or Interest Holder of which the LESSOR has knowledge:

(a) shall not accept any surrender of any portion of the PREMISES, or termination or cancellation of this LEASE;

(b) shall not permit any modifications, change, or waiver of the terms of this LEASE; and

(c) will give any Mortgagee, Assignee or Interest Holder a true copy of any notice of any default hereunder mailed to the LESSEE, at the same time such notice is mailed to the LESSEE. For the applicable period specified in Paragraph 18 hereof and for an additional period of fifteen (15) days in the event of a default in the payment of rent and for an additional period of thirty (30) days in the event of any other default hereunder, said Mortgagee, Assignee or Interest Holder shall have the right to take such action or make such payment as may be necessary or appropriate to cure any default specified in said notice or in the event such default cannot be reasonably cured within such thirty (30) day period to begin to cure such default, it being the intention of the parties hereto that the LESSOR will not exercise its right to terminate this LEASE without affording to the Mortgagee, Assignee or Interest Holder the aforesaid opportunity to cure or to begin to cure the claimed default.

Lessee's Right to Purchase

14. The LESSOR grants the LESSEE a right of first refusal to purchase the PREMISES at the same price and upon the same terms, provisions and conditions as shall be contained in any written bona fide offer for the purchase thereof which the LESSOR shall at any time during the term of this LEASE, or any extension thereof, be ready and willing to accept. The LESSOR shall give the LESSEE written notice by certified mail of all of the terms, provisions and conditions contained in any such bona fide offer and the LESSEE shall have thirty (30) days from and after the receipt of such notice from the LESSOR in which to exercise such right.

Other Duties of Parties

15. (a) All insurance policies required to be carried by either party hereunder shall be written in the names of the LESSOR and the LESSEE as their respective interests may appear, with appropriate endorsements in favor of any other parties who may have an interest in the PREMISES, by responsible insurance companies authorized to write insurance in the state where the PREMISES are located, and shall contain provisions denying to the insurer acquisition by subrogation of rights of recovery against the LESSOR or the LESSEE. Each party shall be entitled to duplicates of certificates of the insurance policies and satisfactory evidence of prompt payments of premiums;

(b) Each party doing any construction, maintenance or repair work shall pay for it and shall promptly discharge or bond any liens arising therefrom;

(c) Upon request of either party, the other party shall execute, acknowledge and deliver an appropriate recordable instrument giving notice of this LEASE; and

(d) If either party shall default in any of its obligations hereunder, the other party may at its option cure the default at the expense of the party in default. Any sums expended by the LESSOR under this paragraph shall be deemed to be additional rent for nonpayment of which the LESSOR shall have the same remedies as in the case of nonpayment of any other rent hereunder.

Fire or Casualty

16. If the Dunkin' Donuts Shop, located on the PREMISES, or any part thereof, shall be damaged by fire or casualty and the LESSEE shall elect not to restore said Shop, then the LESSEE shall have the right to terminate the LEASE at any time by giving the LESSOR at least one hundred and twenty (120) days written notice. Except during the first ten (10) years of this LEASE, if the LESSEE elects to terminate this LEASE under the provisions of this paragraph, any proceeds from the insured casualty shall inure to the benefit of the LESSOR. If the LESSEE elects to restore the Dunkin' Donuts Shop, the LESSEE will accomplish such restoration with reasonable dispatch and a just proportion of the rent hereunder shall be abated pending restoration* according to the nature and extent of the impairment of the conduct of the business of the Dunkin' Donuts Shop. ⁸ (Provided such rent abatement period shall not exceed ninety (90) days)

Eminent Domain

17. In case the PREMISES or any part thereof shall be taken by the exercise of the right of eminent domain, then the LESSEE shall have the option to terminate this LEASE if the taking is of such character as to prevent the LESSEE from conducting its business substantially as theretofore conducted, provided said election shall be made within seventy (70) days after the receipt of notice of said taking. It is agreed that the interests of each party hereto in any condemnation award shall be dealt with according to law and that each party shall have the right to participate and represent his own interest in any such condemnation proceeding and that the LESSEE shall be reimbursed out of the amount of any recovery awarded for damages, including therein damages sustained to the Dunkin' Donuts Shop and other improvements to the PREMISES provided by the LESSEE.

Provisions of Default

18. If the LESSEE defaults in any rent payment required by this LEASE and such default continues for fifteen (15) days after written notice thereof to the LESSEE or if the LESSEE defaults in any of its other covenants herein contained and within a period of sixty (60) days after written notice specifying such default to the LESSEE, LESSEE has not cured any default or defaults so specified or, if the same cannot reasonably be cured within said period, has not begun to cure such default, the LESSOR may, at its option, but subject to the provisions of Paragraph 13, terminate this LEASE and the LESSEE will remove his property as set forth in Paragraph 11 hereof. In the event of such termination, the LESSEE shall remain responsible for the payment of rental installments accrued and unpaid to the date of such termination and for the payment of rental installments for an additional period of one hundred and twenty (120) days, but the LESSEE shall have no further obligation to make rental payments hereunder.