

Estoppel Certificate

19. The LESSOR shall, without charge, at any time and from time to time hereafter, within ten (10) days after request by the LESSEE, or any Mortgagee, Assignee or Interest Holder, certify by a written instrument duly executed and acknowledged as to the validity and force and effect of this LEASE, in accordance with its tenor, as then constituted, and as to the existence of any default on the part of any party hereunder. The LESSOR shall, at any time and from time to time hereafter, within ten (10) days after request by the LESSEE, deliver to the LESSEE a waiver, duly executed and acknowledged by the LESSOR and any mortgagee or other person holding an interest in the PREMISES derived from the LESSOR, of all right, title and interest in the equipment, signs and fixtures installed or to be installed by the LESSEE or its successors or assigns, or any tenants thereof, in or upon the PREMISES.

Waivers

20. One or more waivers of any covenant, condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement, and the consent or approval by the LESSOR to or of any act by the LESSEE requiring the LESSOR'S consent or approval shall not be deemed to waive or render unnecessary the LESSOR'S consent or approval to any subsequent similar act by the LESSEE.

Notices

21. All notices hereunder by the LESSOR to the LESSEE shall be given by certified mail, addressed to the LESSEE at Post Office Box 317, Randolph, Massachusetts 02368, Attention: Vice President — Finance, or to such other address as the LESSEE may from time to time give by certified mail to the LESSOR for this purpose; all notices by the LESSEE to the LESSOR shall be given by certified mail addressed to the LESSOR at the address set forth in Paragraph 1 above or at such other address as the LESSOR may from time to time give by certified mail to the LESSEE for this purpose; all notices to any Mortgagee, Assignee or Interest Holder shall be given by certified mail addressed to said Mortgagee, Assignee or Interest Holder at the place specified in any notice of the creation of said mortgage, assignment or interest given to the LESSOR by notice hereunder.

Miscellaneous

22. It is further covenanted and agreed by the parties hereto that the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. The captions in this LEASE are for convenience and reference only and in no way define, limit or describe the scope or intent of this LEASE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

(LESSOR)

[Signature]
Witness
[Signature]
Witness

[Signature]
Thomas Bernard Phillips
By *[Signature]*
Evelyn J. Phillips
President

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

X
SOUTH CAROLINA DONUTS, INC.
By *[Signature]*
President
Attest: *[Signature]*
Secretary

