DUNKINE DONUTS LEASE OF LAND

Parties	1. This LEASE dated
	Thomas Bernard Phillips and Evelyn J. Phillips, His Wife,
	of C/o Douglas Wilson, Inc., P. O. Box 10068 Federal Station (City of Town) (State) (Zip Code)
ext	(Street) (City or Town) (State) (Zip Code) X Greenville, South Carolina 29603 (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
B Line	. ************************************
	(City or Town) , (State) (the "LESSOR") and South Carolina Donuts, Inc.
Was	a <u>South Carolina</u> corporation with its principal office in Randolph, Massachusetts (the "LESSEE").
Premises	2. The LESSOR hereby demises and leases to the LESSEE and the LESSEE hereby leases from the
	LESSOR the property located at 2423 Wade Hampton Blyd. Greenville South Carolin (Street) (City of Town) (State)
	improvements now or hereafter situated thereon, more fully described in Schedule A hereto, (the "PREMISES").
Rent	3. The LESSEE agrees to pay a yearly rental of Six Thousand Three Hundred and
SEE	no/100 Dollars (\$ 6,300.00)
ADDENDUM 3.1	in equal monthly installments of Five Hundred Twenty Five and no/100 Dollars
WAS ENG.	(\$ 525.00), commencing as set forth in Paragraph 4, and thereafter in advance on the first day of each month. All rental payments are to be made to the LESSOR at the address set forth in Paragraph 1. above or such other place as the LESSOR may direct in writing by certified mail. For fractions of a calendar month at the beginning or the end of a term, rent shall be prorated based on a 30-day month.
Term and	4. Think EASE has fine attended to the composition of the composition
Commencement of Rent	shall, however, commence only on the earlier of the following dates:
	(a) The date occurring one hundred and twenty (120) days after the following two events take place:
SEE	(i) The LESSEE obtains all necessary permits and (icenses for the use of the PREMISES as pro-
ADDENDUM 4	vided herein, including, but not necessarily limited to, building, standard Dunkin' Donuts fascia and pylon sign and curb cut permits and a permit authorizing the operation of the LESSEE'S business twenty-four (24) hours a day, seven days a week; and
ME H. a.	(ii) Possession of the PREMISES is delivered to the LESSEE free and clear of all tenants and other occupants; or
Apr	(b) The first date the Dunkin' Donuts Shop to be constructed on the PREMISES by the LESSEE is open to serve the general public.
THITTIALS.	provided, however, that the LESSOR may by written notice to the LESSEE terminate this LEASE after one (1) year from the date set forth in Paragraph 1. above unless the LESSEE shall theretofore have become obligated to pay rentals pursuant to the foregoing provisions. The LESSEE expressly agrees that after execution of this LEASE, the LESSEE will make prompt application for all necessary permits and licenses for the use of the PREMISES and provided therefore and will be a provided the property of the premise and provided the provided
Option to Extend the first of ten (10) years	
of five (5) ye	ars respectively. 6. In addition to the rental hereinabove reserved, the LESSEE agrees to pay, before interest and penalties
17 39°	which may be imposed on or become due and payable with respect to the PREMISES during the term. Such taxes for the first and last years of the term shall be apportioned so that the LESSEE shall pay only the portion thereof as shall be the same as the portion of the tax year of the taxing authority concerned during which the LESSEE was obligated to pay rental under the provisions of the LESSEE may, at its own expense and in the name of either or both the LESSOR or the LESSEE, initiate and prosecute proceedings for an abatement or review of any tax and the LESSOR agrees to cooperate with the LESSEE in any such proceedings.
· · · · · · · · · · · · · · · · · · ·	*(and special assessments for betterments.) 7. It is understood that the LESSEE intends to use the PREMISES for the operation of a Dunkin' Donuts
Purpose and Use	The inderstood that the LESSEE interiors to use the PREMISES, at wholesale or retail, of the following articles: donuts, pies, pastry, bakery products, coffee, nonalcoholic beverages, food items and other products and merchandise from time to time sold in restaurants. It is, however, agreed that in the event the LESSEE shall in its discretion deem it desirable, the PREMISES may be used for any other legitimate and lawful business purpose, property to the content of the present the present of the
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