

NOV 17 1960 13109

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AMENDMENT OF LEASE

The undersigned, Lessor and Lessee in a lease dated November 1, 1960 to which this amendment is attached, hereby agree that said lease shall be amended and altered as follows:

1. By adding to the end of Paragraph 3. g., found on Page 3, the following, "Subject to the terms and conditions of Paragraph 11, found on Page 6."

2. By adding the following Paragraph at the end of Paragraph 11, found on Page 6:

Lessor agrees in consideration of Dunkin' Donuts of America, Inc., approving the location of this lease to send copies of all written notices of default as required in Paragraph 12 to Dunkin' Donuts of America, Inc. at 440 Hancock Street, Quincy, Massachusetts. If the Lessee does not cure the default, Dunkin' Donuts of America, Inc., at its option, may cure said default within forty-eight (48) hours of the time granted the Lessee, and Lessee in said event agrees to execute whatever documents are necessary to assign all its right, title and interest to Dunkin' Donuts of America, Inc.

*Page one  
Sherwood, Inc  
Lester  
J. J. J.*

3. By eliminating Paragraph numbered 15, found on Page 8, and substituting in its place the following:

15. Should any portion of the demised premises be taken or condemned by any competent authority for any public use or purpose during the term of this lease, then the Lessee shall have the right to recover at law any damages which may be incurred by such condemnation or taking to its leasehold interest in the premises provided by the Laws of the State of South Carolina; and the Lessor shall have the right to recover any damages which it may sustain to its remainder or fee in the demised premises by reason of such condemnation or taking in accordance with the Laws of the State of South Carolina. In such cases of condemnation or taking the aggrieved party or parties shall recover their full damages at Law, and this lease shall remain in full force and effect according to its terms as provided hereunder; provided, however, that should such taking or condemnation render the premises completely untenable for the purposes of this lease, then the Lessee at his election may terminate said lease in which case the Lessor shall recover all the damages incurred by such taking or condemnation subject to an adjustment with the Lessee from the proceeds of any award for damages for the value of the Lessee's building less depreciation based in accordance with the schedule as hereinafter set forth. Since the Lessee has agreed to construct a building on the demised premises at a total cost estimated to be Thirty-five Thousand Dollars (\$35,000.00), and since this cost is to be depreciated on a straight line method over ten (10) years, said building shall be depreciated at the rate of Three Thousand Five Hundred Dollars (\$3,500.00) per year during the first ten years of this lease. The value of the Lessee's building, for purposes of determining the amount the Lessor is to pay to the Lessee in the event of such taking, shall be Thirty-five Thousand Dollars (\$35,000.00) less Three Thousand Five Hundred Dollars (\$3,500.00) for each year during the first ten (10) years that the lease has been in existence and less a proportionate amount thereof for any fraction of a year during the first ten (10) years. Should said premises be subject to a mortgage at the time of such condemnation, executed in accordance with the subordination clause found on Page 6 of this lease, said mortgage shall be paid and discharged out of the Lessee's share of such condemnation. The Lessor and the Lessee both agree to cooperate with the other to whatever extent it is necessary or proper to see that full and adequate compensation is obtained from the condemning authorities. For the purposes of this lease the demised premises are to be considered as being rendered completely untenable if taking or condemnation includes:

- a. The main building located on the demised premises, or any part thereof, built according to plot plan attached hereto;
- b. 35% or more of the front depth of the parking area thereof;

(continued on next page)