

pense, shall procure all necessary permits for the erection of the building aforesaid. If the Lessee shall be unable after due diligence to obtain all such permits, licenses and approvals, or if any governmental action, permit, license or approval is required for the erection by Lessee of a sign of the standard type used by operators of Dunkin' Donuts of America, Inc., in a location upon the premises properly desired by such Lessee and Lessee shall be unable after due diligence to obtain such permit, license or approval within sixty (60) days of the date hereof, the Lessee may at its option cancel this lease by written notice to the Lessor and thereupon this lease shall terminate without further liability to either party. Notwithstanding the commencement date hereinabove, the Lessee shall have the right to enter, occupy and improve the demised premises from the date of execution of this lease. During the term of this lease the Lessee will be responsible for all repairs and upkeep on the demised property.

ZONING AND BUILDING LAWS

2A. Lessor hereby represents and warrants to Lessee that the use of the premises as a restaurant for the sale and consumption on the premises of food and non-alcoholic beverages is a permitted use under the zoning classification applicable to the demised premises. Lessor hereby acknowledges that Lessee is relying upon said representations and warranties in executing this lease and that matters so represented and warranted are material ones and Lessor, accordingly agrees that any breach of warranty or misrepresentation shall be grounds for Lessee, at its sole option and election, to terminate this lease. Lessor hereby further represents and warrants as follows:

- (1) That all water, sanitary sewers, storm drains, electric current, gas, and telephone facilities are available for connection to the demised premises in areas immediately adjacent thereto.
- (2) That all land hereby demised in its present state is capable of use for a restaurant with surrounding areas available for paving, except as amended under Paragraph 20.

LESSEE'S COVENANTS

3. The Lessee covenants and agrees that during the term of this lease and for such further time as the Lessee, or any person claiming under it, shall hold the demised premises or any part thereof:

- a. To pay the reserved rent on the days and in the manner aforesaid.
- b. To apportion the assessments, water rates and taxes for the current year as of the date of the signing of the lease and to bear, pay and discharge all future taxes, assessments, duties, impositions, and burdens whatsoever assessed, charged, or imposed, whether by the nation, state, city or any other public authority upon the demised premises or any improvements thereon, or upon the owner or occupier in respect thereof, and to deliver to the Lessor at all times promptly proper and sufficient receipts and other evidence of the payment and discharge of the same; to indemnify the Lessor as to legal and court costs involved in the prosecution of any case caused by differences which may arise between the Lessor and Lessee over the possession of the premises or the payment of rent.

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