

AGREEMENT AMENDING LEASE

THIS IS AN AGREEMENT dated May 31, 1973, 1973 between Thomas Bernard Phillips and Evelyn S. Phillips, his wife, c/o C. Douglas Wilson, Inc., P. O. Box 10068, Federal Station, Greenville, South Carolina, 29603 (herein called "LESSOR", whether one or more), and SOUTH CAROLINA DONUTS, INC., a South Carolina corporation with offices at P. O. Box 317, Randolph, Massachusetts, 02368 (herein called "LESSEE");

AMENDING the LEASE dated January 15, 1973 between LESSOR and LESSEE covering PREMISES located at 2423 Wade Hampton Blvd., Greenville County, South Carolina:

All that certain piece, parcel or lot of land situated, lying and being in Greenville County, State of South Carolina, and being known and designated as Lot No. 1 as shown on a Plat of Property of Alvin Trammell recorded in Plat Book "DD" at Page 63 in the R. M. C. Office for Greenville County, and being more particularly described according to said Plat as follows:

Beginning at an iron pin at the Northwest intersection of Wade Hampton Boulevard, and Donnan Road, and running thence with Wade Hampton Boulevard, S. 43 W. - 16.3 feet to an iron pin; thence continuing with said boulevard, S. 41-01 W. 128.2 feet to an iron pin in line of property now or formerly of Trammell, thence with Trammell's N. 41-56 W. 245 to iron pin, rear corner of lot 4; thence with the rear line of Lots 2 and 4, N. 78-20 E. 234.8 feet to an iron pin in the West side of Donnan Road; thence with the said road, S. 12-23 E. 125 feet to the point of beginning.

Being the same premises conveyed to the grantors by deed recorded in Book 481 at Page 247.

1. Effective as of the date hereof, Article 13 of the LEASE is amended to read and provide, in its entirety, as follows:

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 the LEASE and

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

The LESSOR 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

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