Box 49 94-25503 (GK

BOOK 9501 PG 779

WARRANTY DEED

FROM: Krispy Kreme Doughnut Corporation, Grantor

TO: Roasters Corp., Grantee

This instrument was prepared by:
Grantor: Stephen A. Johnson
Krispy Kreme Doughnut Corporation
PO Box 83
Winston-Salem, NC 27102-0083

Address New Owner(s) as follows:

Roasters Corp.
899 W. Cypress Creek Rd.
Suite 500
Ft. Lauderdale, FL 33309

Name and Address of the Person or Entity Responsible for the Payment of

Real Property Taxes
Same

Map-Parcel Numbers

34-2-47.00

Field Book Numbers
10D 39820

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

1357 10/25 0101 03CHECK 1506.50

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Ninety-Five Thousand and No/100 Dollars ($395,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 24th day of October 1994.

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Guilford
Mary Beth Foster
My Commission Expires 4/26/97

Notary Public

My Commission Expires: 4/26/97

94 OCT 25 PM 4:11
DAVIDSON COUNTY, TN

02763
IDENTIF. & REFERENCE

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, Krispy Kreme Doughnut Corporation (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto Roasters Corp., a Florida corporation, (the "Grantee"), its successors and assigns a certain tract or parcel of

land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property and is a portion of property conveyed to Grantor by Deed recorded in Book 9370, Page 105, Davidson County, Tennessee Registry formerly known as 1851 Gallatin Road, Nashville, Tennessee and now known as 1901 Gallatin Pike North, Madison, Tennessee.

This conveyance is made together with the easements described on Exhibit B and subject to the easements described on Exhibit C which are reserved by Grantor from the conveyance herein made.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever, except as to those matters set forth herein and on Exhibit D, to which this conveyance is expressly made subject.

Witness our hands this 24th day of October, 1994.

KRISPY KREME DOUGHNUT CORPORATION

By: _____

Title: Vice President

Attest:

By: _____

Title: Assistant Secretary

[Corporate Seal]

BOOK 9501 PG 781

STATE OF NORTH CAROLINA)

COUNTY OF FORSYTH)

Before me, Mary Beth Foster, a Notary Public in and for ~~the~~ Guilford County and State aforesaid, personally appeared Phillip M. Armstrong and Stephen A. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Vice President and Assistant Secretary of Krispy Kreme Doughnut Corporation, the within named bargainor, a corporation, and that they, as such Vice President and Assistant Secretary, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Phillip M. Armstrong as Vice-President and attesting the same by Stephen A. Johnson as Assistant Secretary.

Witness my hand and seal, at office in Winston-Salem, North Carolina, this 24 day of October, 1994.

Mary Beth Foster
Notary Public

My Commission Expires: 4/26/97

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Guilford
Mary Beth Foster
My Commission Expires 4/26/97

EXHIBIT "A"

A tract of land in the Second Civil District, formerly the Tenth Civil District, of Metropolitan Nashville and Davidson County, Tennessee, said tract being part of the same property described in deed of record in Book 9370, Page 101, Book 9370, Page 105, as re-recorded in Book 9372, Page 516 R.O.D.C., Tennessee, and being more fully described as follows:

Beginning at an existing iron pin in the east margin of Gallatin Pike, said point being the southwest corner of Lot No. 1 of Shepherd Hills Section No. 1 as recorded in Book 2331, Page 46, R.O.D.C., Tennessee, and proceeding as follows:

1. Along the south boundary of said Lot 1, S26° 58' 00" E, a distance of 257.04 to an existing iron pin, said iron pin being the northeast corner of the herein- described property; Thence,

2. With the northwesterly line of Lot one of BURR & BETHA Subdivision as Recorded in Plat Book 4955, Page 119, R.O.D.C., Tennessee, S 48° 14' 06" W, a distance of 80.22 feet to an iron pin set; Thence,

3. With a new line of division, N 45° 22' 11" W, a distance of 254.38 feet to an iron pin set in the southeasterly margin of Gallatin Pike; Thence,

4. Along the margin of Gallatin Pike in a northeasterly direction and curve to the right, having a radius of 1845.86 feet, a distance of 162.01 feet to the point of beginning, containing an area of 30,664 square feet or 0.704 of an acre, said curve has a chord bearing and distance of N 50° 07' 46" E, 161.96 feet, according to survey dated July 25, 1994 and prepared by Ragan-Smith Associates, Inc., 315 Woodland Street, Nashville, Tennessee.

Being part of the same property conveyed to Krispy Kreme Doughnut Corporation by deed of record in Book 9370, Page 101, Book 9370 Page 105, as re-recorded in Book 9372, Page 516, R.O.D.C., Tennessee.

EXHIBIT "B"

The real property described in those certain deeds to Krispy Kreme Doughnut Corporation, recorded in Book 9370, Page 101 and Book 9370 , Page 105, as re-recorded in Book 9372, Page 516, R.O.D.C., Tennessee, less the property described on the foregoing Exhibit A, is herein referred to as the "Krispy Kreme Premises."

There is conveyed together with the Property a perpetual non-exclusive easement for the purpose of ingress and egress to and from the Property over the Krispy Kreme Premises to and from present Gallatin Pike (US Hwy. 31) and to and from present Cude Lane, for surface drainage of naturally occuring precipitation, and for the purpose for walking upon and driving and parking vehicles upon and across all those sidewalks, entrances, drives, lanes and parking areas on the Krispy Kreme Premises which are now or may hereafter from time to time be used for pedestrian and vehicular traffic and parking. Said easement for parking is conditioned upon the Grantee, and its successors and assigns in ownership of the Property, at all times maintaining sufficient parking spaces on the Property to cause the Property to comply with all applicable laws, orders and rules and regulations with respect to parking without reference to any parking permitted on the Krispy Kreme Premises.

As long as it maintains operations on the Krispy Kreme Premises, Grantor, its successors and assigns in ownership of the Krispy Kreme Premises, shall maintain that portion of the Common Access Drive located on the Krispy Kreme Premises in good condition and shall not construct any barriers or impediments to access thereon. If and when Grantor, ceases operations on the Krispy Kreme Premises, its may terminate maintenance of such area but Grantee shall have the right thereafter to maintain at its expense a driveway in and on the Common Access Drive. As used herein, the term "Common Access Drive" shall mean that area cross-hatched and marked as such on Map 1 attached hereto and incorporated herein by reference.

There is further conveyed with the Property non-exclusive easement for the installation, maintenance, repair, replacement and removal of a sewer line. Said sewer easement shall be in and over the area bounded on the south by the southern boundary of the Krispy Kreme Premises, on the north by the southern edge of the curbing now located on the Krispy Kreme Premises, on the west by the eastern right-of-way line of Cude Lane and on the east by the western boundary of the Property. Such area (herein the "Sewer Easement Area") is shown as the "20' SANITARY SEWER EASEMENT" on a copy of that site plan attached as Map 2 hereto and incorporated herein by reference.

Within said Sewer Easement Area, Grantee shall have the right to install and maintain a sewer line for service only to the Property. Grantee shall at all times maintain all facilities and piping installed in the Sewer Easement Area in good condition and in compliance with all applicable laws, orders, rules and regulations. At any time that Grantee exercises its right to install, repair, maintain or remove said piping or facilities,

then Grantee shall conduct such activities solely within the Sewer Easement Area and shall not damage any portion of the improvements, including the curbing, located on the Krispy Kreme Premises, shall not damage any portion of the irrigation system now or hereafter installed in the Sewer Easement Area by Grantor, shall conduct such operations in a manner which minimizes disturbance of operations on the Krispy Kreme Premises, and shall indemnify and hold harmless Grantor, its successors and assigns, from and against any and all loss, costs, damage or expense as a result of such activities. Upon completion of such activities, Grantee shall replace any vegetation removed by Grantee from the Sewer Easement Area with the same vegetation in good condition and without damage or shall replace said vegetation with new vegetation identical to that removed and of the very same type, size and quality of that removed, shall restore the Sewer Easement Area to the grade existing prior to such activities and shall reseed and reestablish grass or other ground cover as Grantor may approve in writing. At no time shall Grantee disturb the function or location of the overhead electric service lying within the Sewer Easement Area or the signage now located in the Sewer Easement Area and any replacements thereto.

The easements herein granted are for the benefit of the Property and for the successors and assigns in ownership thereof and for the tenants of such owners, their respective employees and invitees.

The easements herein granted are not intended to, and should not be construed to, notwithstanding the attachment of maps and diagrams hereto, dedicate any easement or right to the general public. Grantor shall have the right to expand, alter, modify, or demolish all or part of the buildings and improvements constructed on the Krispy Kreme Premises or develop the a parcel in any manner it sees fit, it being the intent of this instrument to grant easements over parking, drives, sidewalks and common areas as they exist from time to time without limiting the right of Grantor to alter, demolish or redevelop said areas; provided, however, that Grantor shall not demolish the driveway existing within the Common Access Drive nor construct any barriers to access therein, nor shall it construct any improvements which would interfere with the sewer easement herein granted.

As used herein, the terms "Grantor" and "Grantee" shall mean said parties and their respective successors as owners of their respective parcels of real property, but shall exclude any person or entity holding any lien on either such parcel.

EXHIBIT "C"

The real property described in those certain deeds to Krispy Kreme Doughnut Corporation, recorded in Book 9370, Page 101 and Book 9370 , Page 105, as re-recorded in Book 9372, Page 516, R.O.D.C., Tennessee, less the property described on the foregoing Exhibit A, is herein referred to as the "Krispy Kreme Property."

The Property is conveyed subject to, and Grantor hereby reserves, an easement for the maintenance, removal and replacement of the existing sign located at or near the common boundary of the Krispy Kreme Property and the Property, which sign is also located at or near to the portion of Sewer Easement Area along the common boundaries of such properties and for any utility services serving such sign, all of which Grantor shall maintain in good condition, together with a perpetual non-exclusive easement for the purpose of ingress and egress to and from the Krispy Kreme Property over the Property to and from present Gallatin Pike (US Hwy. 31) and to and from present Cude Lane and for the purpose for walking upon and driving and parking vehicles upon and across all those sidewalks, entrances, drives, lanes and parking areas on the Property which are now or may hereafter from time to time be used for pedestrian and vehicular traffic and parking. Said easement for parking is conditioned upon the Grantor, and its successors and assigns in ownership of the Krispy Kreme Property, at all times maintaining sufficient parking spaces on the Krispy Kreme Property to cause the Krispy Kreme Property to comply with all applicable laws, orders and rules and regulations with respect to parking without reference to any parking permitted on the Property.

As long as it maintains operations on the Property, Grantee, its successors and assigns in ownership of the Property, shall maintain that portion of the Common Access Drive located on the Property in good condition and shall not construct any barriers or impediments to access thereon. If and when Grantee, ceases operations on the Property, its may terminate maintenance of such area but Grantor shall have the right thereafter to maintain at its expense a driveway in and on the Common Access Drive. As used herein, the term "Common Access Drive" shall mean that area cross-hatched and marked as such on Map 1 attached hereto and incorporated herein by reference.

The easements herein reserved are for the benefit of the Krispy Kreme Property and for the successors and assigns in ownership thereof and for the tenants of such owners, their respective employees and invitees.

The easements herein granted are not intended to, and should not be construed to, notwithstanding the attachment of maps and diagrams hereto, dedicate any easement or right to the general public. Grantee shall have the right to expand, alter, modify, or demolish all or part of the buildings and improvements constructed on the Property or develop the parcel in any manner it sees fit, it being the intent of this instrument to grant easements over parking, drives, sidewalks and common areas as they exist from time to time without limiting the right of Grantee to alter, demolish or redevelop said areas; provided, however, that Grantee shall not demolish the driveway existing within the Common Access Drive nor construct any barriers to access therein.

As used herein, the terms "Grantor" and "Grantee" shall mean said parties and their respective successors as owners of their respective parcels of real property, but shall exclude any person or entity holding any lien on either such parcel.

EXHIBIT "D'

Encumbrances

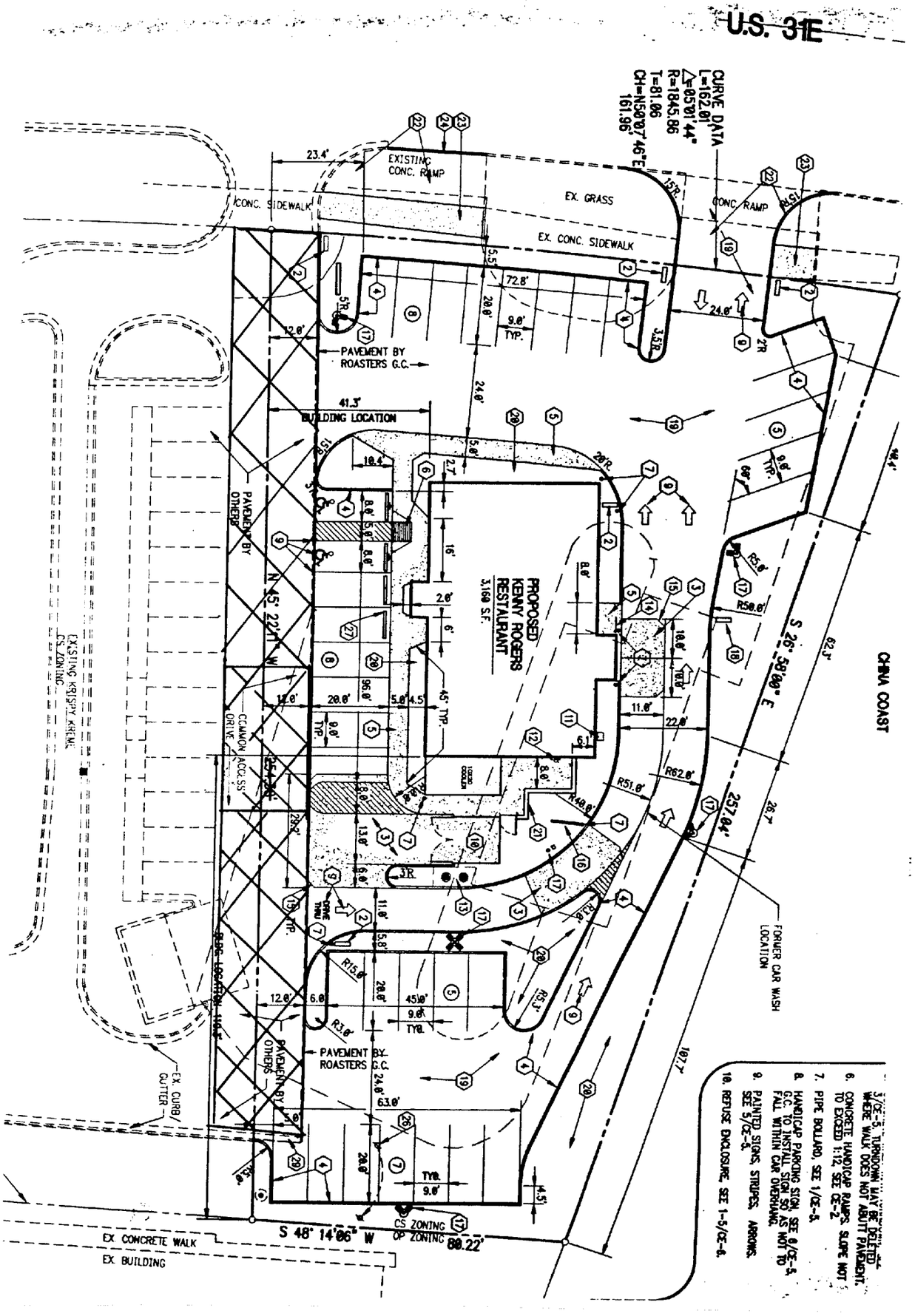
1. Metro taxes for 1994, a lien not yet due and payable (Map-Parcel No. 34-2-47.00, Field Book No. 10D-39820) which the parties agree to prorate as of the date hereof. Grantor shall pay all taxes allocable to the improvements constructed by it on the property described in Deed recorded in Book 9370, Page 105, Davidson County Registry.

2. All matters which would be shown by an accurate survey of the Premises, including all easements, restrictions and other matters shown on a survey by Ragan-Smith Associates, Inc., dated January 13, 1994 as well as all matters shown on survey by Ragan-Smith Associates, Inc. dated July 25, 1994 and bearing Job No. 93-235.

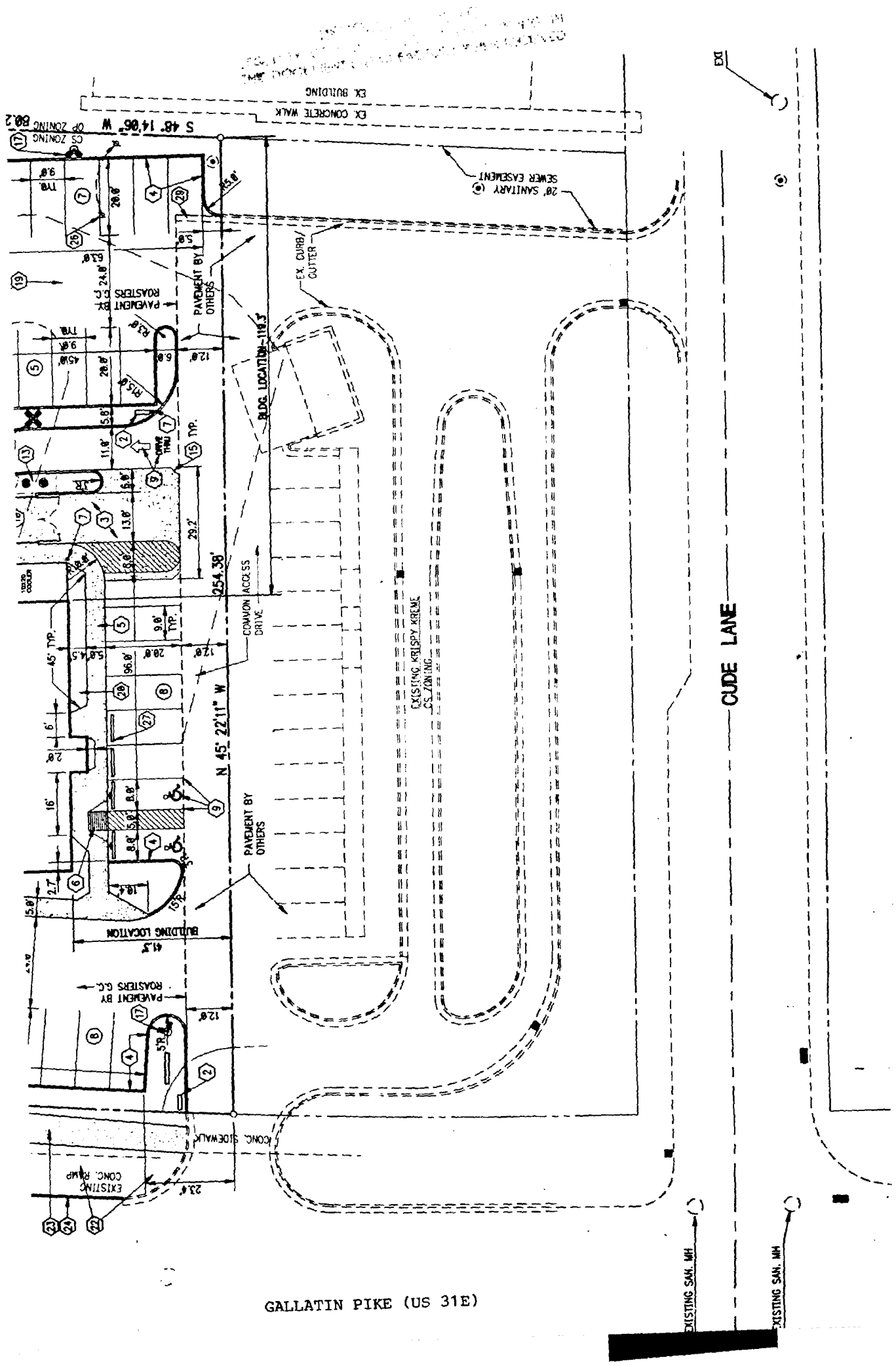
3. All matters of public record, including, without limitation, Right-of-Way deeds of record in Book 2538, Page 213 and Book 2591, Page 195 and further including Conveyance of Sewer Lines of record in Book 4552, Page 828.

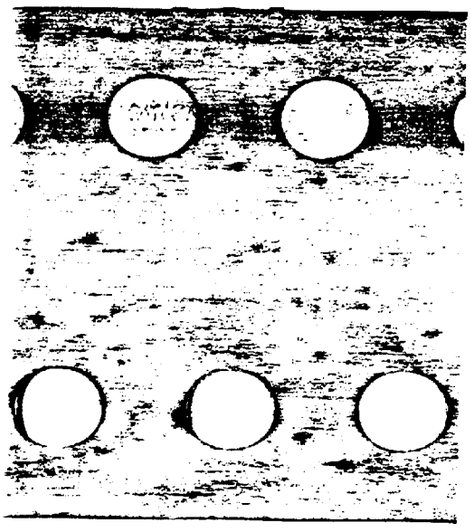
MAP 1

THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



MAP 2


EX. BUILDING
EX. CONCRETE WALK
S 48° 14'06" W
80.2'
CS ZONING
OP ZONING
SEWER EASEMENT
20' SANITARY
EX. CURB/GUTTER
PAVEMENT BY OTHERS
PAVEMENT BY ROASTERS P.P.
BLDG. LOCATION-119.3'
DRIVE THRU
TYP.
254.38'
COMMON ACCESS DRIVE
N 45° 22'11" W
EXISTING KRISPY KREME CS ZONING
CLYDE LANE
BUILDING LOCATION
PAVEMENT BY ROASTERS G.C.
CONC. SIDEWALK
EXISTING CONC. RAMP
EXISTING SAN. MH
EXISTING SAN. MH
GALLATIN PIKE (US 31E)



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

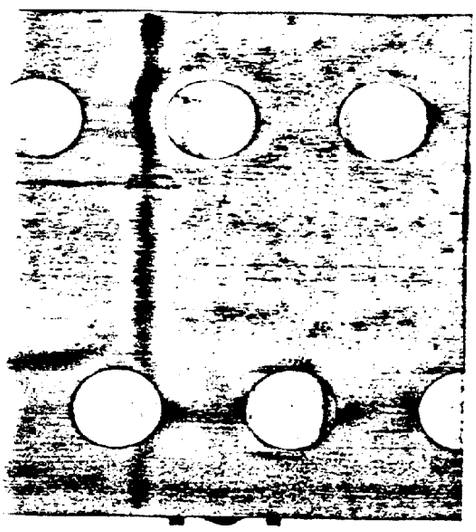
RECEIVED OF _____

FOR _____

BOOK 9501 PG 790

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT 395000.00
CON TX 1461.50
PRFEE 1.00
WDEED 44.00
TOTAL ~~1506.50~~
CHECK ~~1506.50~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/25/94 01 16:13 0001 1357

02763
IDENTIF. & REFERENCE

94 OCT 25 PM 4:13
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 847512