

* 20. Tenant may sublease portions of the leased premises to others provided such sub-tenant's operation is a part of the general operation of Tenant and under the supervision and control of Tenant, and provided such operation is within the purposes for which said premises shall be used. Except as provided in preceding sentence, Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

21. This lease agreement executed by the Landlord and Tenant, in duplicate, merges all understandings and agreements between the parties hereto with respect to the leased premises, and shall constitute the entire lease agreement. Said lease agreement shall not be changed or modified, except upon the written consent of the Landlord or Tenant, which written consent shall be executed in duplicate and attached to and become a part of the duplicate and original of this lease.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals, and caused this instrument to be executed, in duplicate, this 18th day of July, 1967.

In the presence of:

Gene B. Holzner Lee C. Ashmore (SEAL)
 WITNESSES AS TO LANDLORD
 LANDLORD

Charlie F. Roper
 WITNESSES AS TO TENANT

American Dairy Queen Corporation
 (SEAL)
 By: J. C. Cruikshank
Josephine Bond
Franklin Weaver
 Asst. Sec. TENANT