

paragraphs of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement of such amendment, modification, waiver, discharge or termination is sought. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

12. Although this Agreement is dated for convenience as of September 1, 1977, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

13. This Lease Assignment shall be governed by and interpreted under the laws of the state in which the Leased Premises are located.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed as of the date first above set forth.

KRYSTAL REAL ESTATE CO. II
Assignor,

By Carl D. Lang
Vice President

Attest:

Amde B. Seane
Secretary

Witnesses:

Larry F. Kline
Richard Hostalka

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