

Winston-Salem, North Carolina, 419 First National Bank Building.

18. The failure of the Lessee or the Lessor to take advantage of any default on the part of the Lessee or the Lessor, as the case may be, shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument, be construed to waive or lessen the rights of the Lessee or Lessor to insist upon the provisions hereof.

19. This lease agreement executed by the Lessor and Lessee 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 Lessor and Lessee, which written consent shall be executed in duplicate and attached to and become a part of the duplicate originals of this lease agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this instrument to be executed the day and year first above written.

Witnesses:

[Signature]
Jacqueline D. Peace
As to Lessor

[Signature] (SEAL)
A. J. Willimon

[Signature] (SEAL)
Mary R. Willimon

Lessor

[Signature]
Joanna Bowen
As to Lessee

KRISPY KREME DOUGHNUT COMPANY (SEAL)

By *[Signature]* President

Lessee

