

or more of the parking area on the premises shall be taken for any public or quasi public use under any governmental law, ordinance, regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Krystal shall have an option to terminate this lease by notice in writing to Owner, effective immediately. In the event that less than twenty per cent (20%) of the parking lot be so taken, the monthly rental payments from the date of acquisition to the end of the original or any extended or renewed term hereof shall be reduced in proportion to the resulting loss of the use of said premises. Any termination by Krystal under this paragraph shall not affect Krystal's right to any award to which it would otherwise be entitled.

Taxes

7. Krystal shall pay all real property ad valorem taxes assessed against the premises prior to the date such taxes become delinquent. All such taxes for the first and last year of the term shall be prorated on a twelve (12) month basis.

Utilities,
Regulations
and
Surrender

8. Krystal shall pay for all public utility services consumed by it, obey all applicable laws, government regulations and ordinances relating to the premises that are enforced, hold Owner harmless against claims or liability for damage or loss to persons or property of others by reason of any wrongful actions on Krystal's part, and peacefully surrender possession to Owner at the end of the initial term hereof, or at the end of the last extension of such term, if same is extended.

Warranties
of Title
and
Possession

9. Owner covenants and warrants that Owner has good and merchantable title in fee simple to the premises and has full power and authority to make this lease, that there are no zoning laws, restrictions or other legal requirements of any kind preventing or limiting use of the premises for

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