

building permits and other permits. In the event the conditions of this Paragraph 2 are not satisfied, Krystal shall have the right, exercisable at any time by notice in writing to Owner, to terminate this lease, whereupon all rentals previously paid by Krystal shall promptly be refunded by Owner.

3. Owner, at Krystal's expense, shall within thirty (30) days from date of execution hereof provide Krystal a valid title binder from a reputable title insurance company satisfactory to Krystal to issue a valid title insurance policy, at Krystal's expense, in form satisfactory to Krystal, agreeing to insure Krystal to the extent of \$70,000.00, that Owner's title to the premises is good and merchantable, free, clear and unencumbered, and subject to no prior liens or exceptions other than current real estate taxes not delinquent, and that Krystal has a valid and binding leasehold interest without exception other than such taxes. Within the same period of time, Owner, at Krystal's expense, shall furnish and cause to be delivered to said title insurance company and to Krystal a current survey of the property by an engineer or surveyor reasonably satisfactory to Krystal, registered in the state where the premises are located, to which survey shall be attached the signed certificate of such engineer or surveyor, stating that such survey is accurate and complete as of the date thereof, shows the correct boundaries of the premises, that all of the improvements, if any, on the property are within the lot lines, that there are no encroachments, encumbrances, easements or possessory rights in third parties, that the survey indicates or reflects all easements and restrictions and that no deed restriction or zoning requirement has been violated, and in addition such survey shall be in form sufficiently satisfactory

Title
Insurance
and Survey

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