

to such title insurance company that it will waive any exception in the title binder and the insurance policy for matters of survey. In the event the requirements of this Paragraph 3 are not met, 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 to Owner.

Installation and Removal of Personal Property

4. Krystal shall be permitted to install, use on and about, and remove from the premises at any time or times all such equipment, exterior and interior signs, trade fixtures, displays, vents and ducts to and through walls and roofs, furniture, wall, floor and ceiling coverings and other personal property and make such alterations and improvements in and about the premises as it may desire, including but not limited to removing from the premises any improvements existing at the date of this lease, constructing a typical Krystal restaurant building and a six-foot fence across the rear of the premises. Krystal shall also have the right, at its option and expense, to redecorate or otherwise remodel the premises upon any termination hereof in such manner as will, without detracting from the general value thereof, avoid their continuing to resemble a Krystal unit.

Damage or Destruction by Fire, etc.

5. If the building to be constructed on the premises is damaged or destroyed by fire, flood, tornado, or by the elements, or through any casualty, or otherwise, this lease shall continue in full force and effect, there shall be no abatement of rental, and Krystal shall be under no obligation to repair or rebuild.

Condemnation

6. In the event that any portion of the building to be constructed on the premises or twenty per cent (20%)

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