

in connection therewith, for account of Krystal which shall make good any deficiency. In addition to the foregoing rights each party shall have such other and further rights as are allowed by law or in equity. Failure to exercise any right hereunder on any one or more occasions shall not be deemed a waiver of such right or any subsequent right.

Governmental
Regulations

11. Should Krystal's business be or become non-operable or substantially curtailed due to: Federal, State, County or City laws, ordinances, regulations or zoning requirements; inability or refusal by Krystal on reasonable grounds, to obtain or retain any necessary licenses or permits; relocation, regrading or other changes in the arrangement or operation of streets, sidewalks or other means of public or private access; inability to obtain or retain necessary utilities, sewage connections or other facilities, drainage problems or other cause reasonably beyond Krystal's control, Krystal shall have the option, on sixty (60) days' notice to Owner, of terminating this lease and all obligations hereunder not theretofore accrued. Owner shall fully cooperate with Krystal throughout the term of this lease to secure or maintain proper zoning and compliance with all applicable such laws, and the like described hereinabove, and shall execute all such petitions, requests and the like as Krystal shall reasonably request for such purposes.

Notices

12. All notices herein provided for shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to Krystal at 701 Cherry Street, Chattanooga, Tennessee, if directed to it, or if directed to Owner, to _____.

Any party may change its address for notices by written notice in like manner as provided in this Paragraph 12. Notice for

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