

purposes of this paragraph shall be deemed given when same shall have been deposited in the mail by the party who is giving same with sufficient postage prepaid.

Holding  
Over

13. Any holding over by Krystal of the premises after the expiration of this lease shall operate and be construed as a tenancy from month to month only.

Inability  
to Perform

14. If Krystal is delayed or prevented from performing any of its obligations under this lease by reason of strike or labor troubles or any outside cause whatsoever (other than inability to obtain financing) beyond Krystal's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Krystal.

Inability  
of Krystal  
in case  
of Fire,  
etc.

15. Notwithstanding anything in this lease to the contrary, Krystal shall not be liable for damage to or destruction of the premises, the building to be constructed thereon, or any other property, resulting from fire, explosion, or other hazards, however caused, whether or not by negligence of Krystal (which term includes Krystal's officers, employees, agents and invitees), and Owner hereby expressly releases Krystal from all liability for or on account of any such damage or destruction, whether or not Owner is insured against any such loss, and if insured, whether fully or partially. Owner shall procure, if necessary, all such endorsements to any such insurance carried by Owner as will fully protect Krystal from any right of subrogation and liability in the event of such loss.

Successors  
Bound

16. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Krystal and their respective successors and assigns.

(Continued on next page)