

other operations of the Lessee on the premises. Said liability insurance coverage in the amount of \$500,000.00 must name the Lessor as additional insured and Lessee must deliver to Lessor proof of such coverage as and when requested by the Lessor. Lessee herein indemnifies and holds harmless the Lessor for any and all liability for damages to any person and/or property (including death) of any kind and nature to any person, individual or party that Lessor incurs by reason of Lessee's business or other operations on the premises.

12. Destruction of or Damage to Premises

If all or any part of the premises is damaged or destroyed by fire, storm, earthquake or other casualty, the Lessor shall repair and rebuild the premises with reasonable diligence. If the Lessee's business is not closed to the public during said repairs and rebuilding the rental shall be equitably apportioned for the duration of such repairs and rebuilding in proportion to the extent to which there is interference with the operation of Lessee's business. If Lessee's business is closed to the public during the duration of such repairs and rebuilding, all rentals shall abate during said period. Lessor's obligation to repair and rebuild shall require the restoration of the premises to substantially the same condition as existed prior to such casualty, inclusive of any alterations of additions to, improvements or, and fixtures and equipment installed upon the premises.

13. Alterations, Improvements and Fixtures

(a.) All property and equipment of Lessor contained in or on the premises, listed and described in Exhibit B attached hereto, shall remain the property of the Lessor.

(b.) No alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor which will not be unreasonably withheld. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, and any fixtures installed by the Lessee during any lease term, shall at the Lessor's option become the property of the Lessor upon the expiration of the Lease or breach of Lessee of the Lease or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove any fixtures at the Lessee's cost upon termination of this lease. In any case where alterations or improvements by Lessee should result in an increase in taxes and or insurance costs, the Lessee shall bear the increased tax burden. Lessee shall not, without the express written consent of Lessor, remove any such alterations, additions, improvements or fixtures from the premises.

14. Assignment by Lessor or Lessee

(a.) Lessor may, at any time, sell, assign, encumber, pledge, transfer or hypothecate all or any part of the premises or any portion of its title in and to the premises as long as such assignee or grantee or mortgagee is bound by and complies with the terms and conditions of this Lease Agreement and as long as such assignment does not prejudice or impair the interest or rights of the Lessee in and to the leased premises under this Agreement.

(b.) Lessee shall not, directly or indirectly, sell, assign, encumber, pledge, transfer, or hypothecate all or any part of the premises or Lessee's leasehold estate hereunder, or sublet the premises or any portion thereof or permit their occupation by anyone other than the Lessee without Lessor's prior written consent. Provided, however, Lessee may assign this lease to the Huddle House, Inc., of Scottdale, Georgia, as long as written notice of such assignment is delivered to Lessor prior to such assignment.