

Land and its Improvements by and between the Company, as lessor, and The Krystal Company, a Tennessee corporation (herein called Krystal), as lessee, substantially in the form of Exhibit C to the Bond Agreements (as hereinafter defined) with such modifications of such form as are necessary or advisable in order to comply with state laws (said leases, and all other leases in which the interest of the Company as lessor is subjected to the lien hereof, as the same may be amended or supplemented in a manner permitted thereby, being herein collectively called the Leases and individually called a Lease; the Company and its permitted successors and assigns under the respective Leases being herein called Lessor; and Krystal and its permitted successors and assigns as lessee under the respective Leases being herein sometimes called Lessee), together with all accounts, contract rights, general intangibles, insurance and other rights, powers, privileges, options and benefits of the Company under the Leases, including, without limitation, the immediate and continuing right to receive and collect (and to apply the same to the payment of the principal of and interest on the Bonds) all rents, income, revenues, issues and profits now or hereafter payable or receivable under the Leases or pursuant to any of the provisions thereof, and all proceeds thereof, including, without limitation, all insurance proceeds, condemnation awards, moneys and security now or hereafter payable or receivable under the Leases or pursuant to any of the provisions thereof, whether payable as rents or as the purchase price for any property or otherwise and whether payable prior or subsequent to the maturity date of the Bonds, and the right to execute and deliver, as agent and attorney-in-fact of the Company, an acceptance of any offer by the Lessee to purchase any property or part thereof and appropriate deeds and any other instruments necessary for the conveyance of any property upon a purchase or substitution pursuant to a Lease and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to such purchase, conveyance or substitution, and the right to grant as agent and attorney-in-fact of the Company, upon request by the Lessee under a Lease, easements, rights-of-way and party wall rights for the benefit of any adjoining land owned or controlled by such Lessee, and to make all waivers and agreements, to give all notices, consents and conveyances, to take such action upon the happening of a default under a Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of a Lease or by law, and to do any and all other things whatever which the Company is or may become entitled to do under a Lease.

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