

preparation, execution, delivery or acknowledgment of this Indenture, any instrument of further assurance, any individual mortgage, any of the Operative Documents, the related financing statements, each supplement and amendment to each of said Operative Documents and the Bonds.

SECTION 4.4. Payment of the Bonds. The Company will punctually pay the principal and interest and all other sums to become due in respect of the Bonds in accordance with the terms hereof and of the Bonds.

SECTION 4.5. Enforcement of Trust Estate; Leasing of the Properties. (a) At the request of the Trustee, the Company will, at its expense but subject to the direction and control of the Trustee, take such action as may be advisable or necessary for enforcing payment by any persons other than the Company of any moneys payable in respect of the Trust Estate to the Trustee.

(b) The Company will perform all obligations, covenants, undertakings and agreements to be performed by it, and will cause to be performed by Krystal all obligations, covenants and undertakings to be performed by Krystal, contained in any of the Operative Documents, strictly in accordance with their terms and within the time permitted by such instruments. The Company will maintain, or cause to be maintained, the validity and effectiveness of the Operative Documents. The Company will not take any action, or consent to any action to be taken by others, which will release the parties to the Operative Documents from any of their obligations or liabilities thereunder, or which will result in the termination, amendment or modification, or impair the validity, of any of the Operative Documents, except as expressly provided herein or therein. The Company will give to the Trustee written notice of any default by any party to any of the Operative Documents promptly after it becomes known to the Company.

(c) At all times, each Property shall be leased to Krystal under a Lease, unless otherwise expressly permitted by such Lease. So long as any Bond remains outstanding: (i) the aggregate amount of Basic Rent payable under the Leases shall be not less than the aggregate amount of the Instalment Payments due on the Bonds (whether by acceleration or otherwise); (ii) the

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