

Improvements on a Property subject to a Lease should be damaged or destroyed by fire or other casualty, or all or a substantial portion of a Property subject to a Lease should be taken under the power of eminent domain, or if any Federal, state or municipal or other governmental authority at any time exercises any right which it may then have to purchase all or a substantial part of a Property subject to a Lease or (ii) if a Property subject to a Lease shall have become uneconomic and unsuitable for Krystal's continued use and occupancy thereof, and if Krystal shall deliver its notice of termination of such Lease as provided therein, or (iii) if Krystal shall give notice of its desire to exercise the option contained in paragraph 18 of a Lease with respect to a Property, the Company may transfer its interest in the part of the Trust Estate consisting of such Property free of the lien of this Indenture on such Property; provided, however, that the requirements and conditions of paragraph 15(b), 16(b), 17 or 18 of such Lease and Section 5.9 or 5.11 of this Indenture have been met and, in the case of any casualty, taking by eminent domain or purchase by Krystal, provided, further, that a portion of the Bonds has been prepaid as provided in Section 5.10.

(b) The Trustee shall, at the request of the Company, promptly certify that any Property or portion thereof released from the lien of this Indenture as provided in paragraph (a) above, is no longer subject to the lien of this Indenture.

SECTION 4.13. Advances by Trustee. If the Company shall fail to perform or cause to be performed any of the covenants contained in this Indenture, the Trustee may make advances to perform the same in its behalf (but shall not be obligated to do so unless requested in writing by the holders of not less than 25% in principal amount of the Bonds then outstanding and furnished with funds for the purpose), and all sums so advanced shall be secured hereby prior to the Bonds; and the Company will repay on demand all sums so advanced on its behalf with interest at the rate of 10% per annum (or such lesser amount as may be the maximum amount permitted by law).

SECTION 4.14. Financial Statements; Books and Records. (a) The Company will deliver to the Trustee (i) as

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