

substantially the form attached to the Bond Agreements as Exhibit C. Such Lease shall contain provisions at least as favorable to the Trustee and the holders of the Bonds as those contained in the Lease covering the Property for which the Substituted Property is intended as a replacement.

(c) The Lease covering the Substituted Property shall be assigned to the Trustee pursuant to a duly authorized and executed Lease Assignment delivered by Krystal and the Company to the Trustee in substantially the form attached to the Bond Agreements as Exhibit D. The Substituted Property and Lease thereof shall be subjected to the lien of this Indenture and the conditions specified in sub-sections 4.1 through 4.7 of the Bond Agreements shall be satisfied with respect to the Substituted Property, Lease and Lease Assignment. The Trustee and the Bondholders shall receive the favorable opinion of Messrs. Miller & Martin, counsel for the Company and Krystal, satisfactory in form and substance to the Trustee and its counsel, on such legal matters incident to the substitution as it may reasonably request.

(d) If (i) the conditions described in each paragraph of this sub-section 5.11 are demonstrated to the Trustee to have been satisfied, (ii) the documents described above or copies thereof have been delivered to the Trustee, and (iii) all expenses (including legal fees) of the Bondholders and the Trustee incurred in connection with the proposed substitution have been reimbursed to them by the Company, then the Trustee shall execute and deliver such instruments as shall reasonably be requested by the Company to release the Property (and any insurance proceeds or condemnation award relating thereto) from the lien of this Indenture.

## ARTICLE VI

### Application of Moneys

SECTION 6.1. Moneys under the Leases. Unless and until one or more Events of Default shall have happened and be continuing to the knowledge of the Trustee:

(a) Moneys received by the Trustee as assignee of the Leases under the Lease Assignments, as instalments of Basic Rent pursuant to the Leases, and as interest on any overdue instalment thereof, shall be applied as follows: