

corporation, under its corporate seal, to have been duly adopted by its Board of Directors and to be in full effect on the date of such certification.

SECTION 1.3. The term "Debt", with respect to any issuer, means (a) all indebtedness for borrowed money (determined in accordance with generally accepted accounting principles) which is created, guaranteed or assumed by the issuer, directly or indirectly, or upon which the issuer customarily pays interest charges, (b) all liabilities (including contingent liabilities) of the issuer to discharge or otherwise make payments in respect of or measured by indebtedness (determined in accordance with generally accepted accounting principles) of, or to purchase securities of, other persons, and (c) all amounts secured by liens, encumbrances or charges (other than this Indenture and the Lease Assignments in the case of the Company) upon the property of the issuer, even though not assumed by it.

SECTION 1.4. The term "Events of Default" shall have the meaning specified in Section 7.1.

SECTION 1.5. The term "holder" means a person whose name appears on the Register as the registered holder of any Bond.

SECTION 1.6. The term "Lease Assignment" means an instrument of assignment, consent and agreement, together with all amendments and supplements thereto, relating to a Lease, from the Company and Krystal to the Trustee, and to be substantially in the form of Exhibit D to the Bond Agreements, with such modifications of such form as are necessary or advisable in order to comply with applicable state laws.

SECTION 1.7. The term "Bond" means any of, and the term "Bonds" means all of, the then outstanding Bonds. The term "outstanding" when used with reference to Bonds shall mean, as of any particular time, all Bonds authenticated and delivered by the Trustee under this Indenture, except: (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancelation; (b) Bonds for the payment or prepayment of which moneys in the necessary amount shall have been deposited in trust with the Trustee; provided, however, that if such Bonds are to be prepaid prior to the maturity thereof, notice of such prepayment shall have been given to the extent provided in Section 5.10 or provision satisfactory to the Trustee shall have been made for giving such notice;

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