

validity thereof by appropriate proceedings which shall operate during the pendency thereof to prevent (i) the collection of, or realization upon, the tax, assessment, levy, fee, rent, charge, duty, impost or lien so contested, (ii) the sale, forfeiture or loss of the Trust Estate, or any part thereof, or (iii) any interference with the use or receipt of the Trust Estate or any part thereof, or any revenues, rents, issues, income or profits thereof; provided, however, that the Company shall have delivered written notice to the Trustee of such contest and the sum being so contested. The Company agrees that each such contest shall be promptly prosecuted to a final conclusion, that it will pay, and save the Trustee and the holders of the Bonds harmless against, any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses, including those incurred on appeal) in connection therewith, and that it will, promptly after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein, together with all penalties, fines, interest, costs and expenses thereon or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject the Trustee or the holders of the Bonds to any risk of civil or criminal liability; and the Company shall give, or cause to be furnished, reasonable security to the Trustee as may be demanded by the Trustee to insure payment of any tax, assessment, levy, fee, rent, charge, duty, impost or lien contested as provided in this Section 4.10 and to prevent any such sale, forfeiture or loss by reason of such contest.

SECTION 4.11. Consolidation and Merger. The Company will not consolidate with or merge into any other corporation, or permit any corporation to merge into it; provided, however, that the Company may be merged into Krystal.

SECTION 4.12. Conveyance of Assets. The Company will not sell, lease, transfer, convey, assign or otherwise dispose of any of its assets, other than the mortgage, pledge, conveyance and assignment of the Trust Estate to the Trustee or as follows:

(a) If no Event of Default shall have happened or be continuing, and (i) if all or substantially all the