

contained in the Bond Agreements shall have happened and be continuing;

(b) if (i) default shall be made in the payment of any interest payment or Instalment Payment upon any Bond when and as the same shall become due and payable, or (ii) default shall be made in any other payment of the principal of any Bond, when and as the same shall become due and payable, whether at maturity, by acceleration or as part of any prepayment or otherwise, in each case as in said Bond and this Indenture provided;

(c) if any representation or warranty of the Company or Krystal set forth herein, in the Bond Agreements or in any certificate, financial statement or other document delivered by the Company or Krystal hereunder or in connection with any of the transactions contemplated by such Bond Agreements shall prove to have contained an untrue statement of a material fact or to have failed to state a material fact necessary to make any statement herein or therein not misleading as of the time when the same shall have been made or delivered;

(d) if any Lease shall be terminated before the expiration of the term thereof for any reason other than pursuant to Section 15(b), 16(b), 17 or 18 of such Lease or if such Lease shall be amended or modified, except as expressly provided for herein or therein, or shall be hypothecated without the prior written consent of the Trustee;

(e) if default shall be made in the due observance or performance of any covenant contained in the second or third sentence of Section 4.5(b), Section 4.6, 4.9, 4.11, 4.12, 4.15, 4.16, 4.17, 4.18 or 4.20;

(f) if default shall be made under a Lease by reason of which the Company is given the right to terminate the Lease, or Krystal shall not pay when due any Basic Rent payable under a Lease or if Krystal shall not pay when due any part of the purchase price payable within respect to the interest of the Company in a portion of the Property, regardless of the reason for nonpayment;

(g) if default shall be made in the due performance or observance of any other covenant, agreement or

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