

casualty or condemnation) in accordance with the provisions of paragraph 15(b) or 16(b) of such Lease, a principal amount of Bonds as set forth in Annex II hereof shall be subject to prepayment on the date of termination of such Lease stated in Krystal's notice of termination, at a prepayment price equal to the principal amount of the Bonds to be prepaid, plus accrued interest to the date of prepayment, but without premium.

(c) Purchase Option. Subject to the restrictions set forth in paragraph (c) of Section 5.8, if the Lessee exercises the option to purchase the entire interest of the Company in one or more Properties pursuant to, and in compliance with, the provisions of paragraph 18 of the Leases, so long as there is no Event of Default hereunder which is continuing, a principal amount of Bonds as set forth in Annex II hereto shall be subject to prepayment on the date of purchase stated in Lessee's notice of exercise of such option at a prepayment price equal to the unpaid principal amount of the Bonds to be prepaid, plus accrued interest to the date fixed for prepayment and upon payment of a premium computed in accordance with paragraph (b) of Section 5.8.

(d) Miscellaneous.

(1) Within five (5) days after the receipt by the Company of such an offer from Krystal to purchase a Property, the Company will deliver a copy of such offer to the Trustee and will give due and timely notice to the holders of the Bonds in compliance with Section 5.10 of the prepayment of Bonds to be prepaid on the Lease termination date specified in such offer.

(2) On the termination date set forth in such offer, the Company will duly consummate the sale in accordance with all applicable provisions of such Lease. If on or prior to such termination date, the Company shall have failed duly to consummate the sale, the Trustee shall, and is hereby irrevocably appointed the agent and attorney-in-fact (coupled with an interest) of the Company and of any and every future owner of such Property to, confirm the acceptance of such offer and comply with said provisions, including, without limitation, the execution and delivery, in the name of and on behalf of the Company or such other owner, of one or more deeds or other conveyances to Krystal.

(3) Such payment or purchase price, when received by the Trustee, shall become part of the Trust Estate