

conditions, covenants and requirements of this Indenture and of the Bonds issued hereunder.

**Section 7.18.** The Company will, and will cause each Consolidated Subsidiary to, (i) cause each Lessor of any Restaurant Property constituting, or intended to constitute, part of the Trust Estate to execute any and all instruments necessary to subordinate such Lessor's interest in such Restaurant Property (and in the related lease or lease agreement) to the Lien of this Indenture, (ii) observe and perform all of its obligations, and pay and discharge all sums payable by it, under or by virtue of any such lease or agreement and (iii) not suffer or permit any default for which such lease or agreement may be terminated, so that, subject to the provisions of Articles 10 and 15 hereof, the rights under such lease or agreement shall be preserved unimpaired as security for the Bonds hereby secured.

Nothing in this Section 7.18 shall require the Company or a Consolidated Subsidiary to make any such payments or to observe any such obligations so long as in good faith the validity or amount of such payments or the duty to observe any such obligations shall be contested and the Company or a Consolidated Subsidiary is not dispossessed, or if non-payment or failure to observe such obligations is not prejudicial in any material respect to the Bondholders by reason of the indemnification, bond, guarantee or insurance of a person other than the Company or a Consolidated Subsidiary payable to or in favor of the Corporate Trustee.

#### ARTICLE 8.

##### Bondholder Lists and Reports by the Company and the Trustees.

**Section 8.01.** (A) The Company will furnish or cause to be furnished to the Corporate Trustee, semiannually, not more than 15 days after each Regular Record Date a list, in such form as the Corporate Trustee may reasonably require, of the names and addresses of the Holders of Bonds as of such Regular Record Date, and at such other times as the Corporate Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished; provided, however, that so long as the Corporate Trustee is the sole Bond Registrar, no such list shall be required to be furnished.

(B) The Corporate Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of the Holders of Bonds received by the Corporate Trustee in its capacity as Bond Registrar or contained in the most recent list furnished to it as provided in subdivision (A) of this Section 8.01. The Corporate Trustee may destroy any list furnished to it as provided in subdivision (A) of this Section 8.01, upon receipt of a new list so furnished.

(C) In case three or more Holders of Bonds (hereinafter called "Applicants") apply in writing to the Corporate Trustee, and furnish to the Corporate Trustee