

Restaurant Property are carried, the numbers, amounts and expiration dates of such policies, and the properties and hazards covered thereby, and stating that the insurance so listed complies with this Section 7.11, and annually thereafter, within 120 days after the end of each fiscal year, commencing with the fiscal year ending December 31, 1979, the Company will file with the Corporate Trustee an Officers' Certificate as aforesaid, containing all such information as to each Restaurant Property subject to the Lien of this Indenture. The Trustees shall be entitled to rely upon such Officers' Certificate as satisfactory evidence of compliance by the Company with this Section 7.11.

All proceeds of insurance received by the Trustees under this Section 7.11, at the option of the Company as set forth in a Company Order, shall be applied to the restoration or repair of any of the buildings and improvements included in the Mortgaged and Pledged Property in respect of which such proceeds of insurance have been paid to the Trustees or shall be considered Deposited Cash which shall be paid out or applied by the Corporate Trustee at any time or from time to time pursuant to the provisions of Article 6 hereof, except that any Deposited Cash arising under this Section 7.11 may be withdrawn pursuant to Section 6.01 hereof in respect of a Restaurant Property in an amount equal to the Fair Value of such Restaurant Property without any limitation as to the amount of the Bondable Cost thereof. If such proceeds are to be applied other than as Deposited Cash, the Company or a Consolidated Subsidiary shall proceed promptly to repair, rebuild or restore the property damaged or destroyed, with such changes, alterations and modifications as may be desired by the Company or such Consolidated Subsidiary and the Corporate Trustee shall pay to the Company or such Consolidated Subsidiary, as the case may be, upon the delivery, from time to time, of an Officers' Certificate setting forth the costs theretofore incurred or paid, so much as may be necessary of the proceeds of such insurance to pay the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. In the event said proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Company will nonetheless complete or cause to be completed the work thereof and will pay or cause to be paid the portion of the costs thereof in excess of the amount of said insurance proceeds.

In case of any loss in respect of any part of the Mortgaged and Pledged Property covered by any policy or other contract of insurance, the Company or a Consolidated Subsidiary shall have the exclusive right to seek any adjustment or settlement, and any adjustment or settlement of such loss which shall be agreed upon between the Company or a Consolidated Subsidiary and any insurer shall be evidenced by an Officers' Certificate furnished to the Corporate Trustee.

**Section 7.12.** The Company will, at its expense, but subject to the direction and control of the Corporate Trustee, take such action, or upon the Corporate Trustee's request furnish the Trustees with funds sufficient to enable the Trustees to take such action at the Company's expense, as the Corporate Trustee may deem necessary or