

Company's consolidated net income before income taxes shown on its consolidated statements of income for the twelve months ended with the date of such consolidated balance sheet, prepared in accordance with generally accepted accounting principles, plus fixed charges (as defined below) reflected therein for such period shall be not less than twice the amount of such fixed charges, and (c) the total amount of the Deposited Cash and the Fair Value of all Restaurant Properties (exclusive of the property the release of which is sought hereunder) subject to the Lien of this Indenture immediately after the release provided for hereunder is in excess of 175% of the total principal amount of Outstanding Bonds immediately after such release; "fixed charges" shall mean the sum of interest and amortization of debt discount and expense and premium on all indebtedness (including capital lease obligations) of the Company and its consolidated subsidiaries, plus one-third of their lease requirements reported as rent expense, excluding in all cases items eliminated in consolidation;

(E) A Current M.A.I. Appraisal of any Restaurant Property released from, and (if any) to be subjected to, the Lien of this Indenture pursuant to this Section 10.02;

(F) Such Mortgage and other instruments (including any referred to in subdivision (D) of this Section 10.02), if any, as in the Opinion of Counsel specified in subdivision (C) of this Section 10.02 may be necessary or advisable to subject to the Lien of this Indenture any property to be substituted for the property to be released;

(G)(1) If a Consolidated Subsidiary is the owner of the Restaurant Property described in such Application, an agreement in recordable form, dated as of the date of such Application and executed in the name and on behalf of, and by two Executive Officers of such Consolidated Subsidiary pursuant to which such Consolidated Subsidiary shall agree to observe and perform the obligations under this Indenture which relate to such Restaurant Property; (2) in respect of any instrument setting forth rights mortgaged and pledged as part of the Trust Estate with respect to such Restaurant Property, an agreement in recordable form, dated as of the date of such Application and executed in the name and on behalf of, and by the Executive Officers of, the Company or Consolidated Subsidiary, as the case may be, that is a party to such instrument, pursuant to which the Company or such Consolidated Subsidiary, as the case may be, shall agree to assume and perform its obligations under such instrument; and (3) an Opinion of Counsel stating that each such agreement is a legal, valid and binding obligation of the Company or such Consolidated Subsidiary whose name is signed thereto, enforceable in accordance with its terms; and

(H) Such other instruments (including without limitation any Opinion of Counsel) as the Corporate Trustee may reasonably request.