

instruments referred to therein shall be the ones referred to in subdivision (E) of this Section 10.03; and

(ii) to the effect that the property to be released has been or is being taken by, or under threat of, the exercise of the power of eminent domain or has been or will be purchased by a governmental body or agency in the exercise of a right which it had or has to purchase the same, or is being disposed of pursuant to a valid order of any court or other governmental body, agency or instrumentality requiring the disposition of such property, as the case may be, and that such release is authorized under this Section 10.03;

(D) Cash, by certified or official bank check payable to the order of the Corporate Trustee, to be held in trust under this Indenture in an amount equal to the greater of (i) any cash proceeds received, and a transfer and assignment of any other consideration received, as proceeds for such property and (ii) 66⅔% of the Fair Value of the Restaurant Property release of which is sought, and in either event a supplemental indenture and a Mortgage subjecting to the Lien of this Indenture any property which is received in exchange for the property to be released hereunder;

(E) Such Mortgage and other instruments (including any referred to in subdivision (D) of this Section 10.03), if any, as in the Opinion of Counsel specified in subdivision (C) of this Section 10.03 may be necessary or advisable to subject to the Lien of this Indenture any property received in exchange for the property to be released;

(F) The Current M.A.I. Appraisal, if any, upon which any statement made in the aforesaid Officers' Certificate is based;

(G) (1) If a Consolidated Subsidiary is the owner of the 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 property; (2) in respect of any instrument setting forth rights mortgaged and pledged as part of the Trust Estate with respect to such 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