THIS INDENTURE FURTHER WITNESSETH, that the Company and Cork 'N Cleaver have agreed and covenanted, and hereby do agree and covenant with the Mortgagee, for the benefit of the Mortgagee, its successors and assigns, as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTIONS

§ 1.01. DEFINITIONS. The following definitions shall, unless otherwise clearly indicated by the context, apply for all purposes of the Indenture and of all certificates delivered pursuant to the Indenture:

"Affiliate" shall mean a person (i) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Company, (ii) which beneficially owns or holds 5% or more of the shares of any class of the Voting Stock of the Company or a Subsidiary, or (iii) 5% or more of the shares of the Voting Stock of which are beneficially owned or held by the Company or a Subsidiary. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of Voting Stock, by contract or otherwise.

"Application" or "Certificate" of the Company shall mean, respectively, an application or certificate of the Company, signed by its President or one of its Vice Presidents and by its Treasurer or one of its Assistant Treasurers or its Secretary or one of its Assistant Secretaries.

"building" shall mean one of the buildings constituting part of the Mortgaged Property, and that plot or parcel of land (including the parking lot) constituting part of the Mortgaged Property on which the same is situated, as shown in Schedule A hereto and any comparable Schedule annexed to any indenture supplemental hereto.

"Company" shall mean the party of the first part hereto, Chart House Inc., and shall also include its successors and assigns becoming such in accordance with the provisions of the Indenture.

"Cork 'N Cleaver" shall mean the party of the second part hereto, Cork 'N Cleaver, Inc.