

(F) A supplemental indenture, duly authorized and executed by the Company and the Trustees in accordance with Article 19 hereof, expressly subjecting to the Lien of this Indenture, or confirming such Lien upon, such Restaurant Property;

(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 agreement; 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 Trustees may reasonably request.

The foregoing documents furnished pursuant to this Section 6.01 shall constitute full authority to the Trustees for the payment of Deposited Cash to the Company pursuant to this Section 6.01, and the Trustees in so doing shall not be liable to the Company or any of the Bondholders.

#### ARTICLE 7.

##### Particular Covenants of the Company.

Anything in this Indenture or in any Bond to the contrary notwithstanding, the Company, expressly for the equal and ratable benefit of the original and future Holders of the Bonds, represents and warrants the truth and correctness of the information set forth in the Preliminary Statement hereof, and covenants and agrees as follows:

**Section 7.01.** The Company will do or cause to be done all things necessary to preserve and keep in full effect the existence, rights and privileges as a corporation in good standing of the Company and each Consolidated Subsidiary which at the time is the owner of any of the Mortgaged and Pledged Property and whose

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