

(5) The Fair Value, the Capitalized Cost and, except as set forth in Sections 7.12 and 10.03 hereof, the Bondable Cost of each such Restaurant Property (including, with respect to such Bondable Cost, a brief description of the computation thereof showing that such Bondable Cost was computed in accordance with the definition of said term in Article 1 hereof), and certifying that no portion of the Capitalized Cost or the Bondable Cost of any such Restaurant Property so specified was previously specified in any Application of the Company delivered to the Corporate Trustee pursuant to this Section 6.01 unless such Restaurant Property was released pursuant to Article 10 hereof prior to the date of such Officers' Certificate;

(6) Whether such Restaurant Property previously has been subjected to the Lien of this Indenture;

(7) That, to the best knowledge of the Company's officers signing such Officers' Certificate, there are no liens or encumbrances on such Restaurant Property other than Permitted Encumbrances;

(8) That such Restaurant Property is located in its entirety on a parcel or parcels of land constituting a part of the Mortgaged and Pledged Property;

(9) That all authorizations, consents, approvals or licenses of any Federal, state or local governmental or regulatory authority required in connection with the acquisition, construction, equipping and operation of such Restaurant Property have been obtained;

(10) That, to the best knowledge of the Company's officers signing such Officers' Certificate, no event has occurred and is continuing which would substantially alter the Fair Value of such Restaurant Property as reflected on the Current M.A.I. Appraisal referred to in subdivision (C) of this Section 6.01; and

(11) That no Default or Event of Default has occurred and is continuing;

(C) A Current M.A.I. Appraisal with respect to such Restaurant Property;

(D) An Opinion of Counsel that:

(1) The Company or a Consolidated Subsidiary, or the Company or a Consolidated Subsidiary together with a Lessor, as the case may be, has good title to the Restaurant Property, including the underlying parcel or parcels of land or the leasehold referred to in subdivision (D)(4) of this Section 6.01, free and clear of any lien, security interest or other encumbrance, except for Permitted Encumbrances (it being understood

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