

any supplemental indenture, any Mortgage and any other instrument purporting to create and perfect the Lien of this Indenture have been filed, registered, recorded, re-filed, re-registered or re-recorded during the preceding 12 calendar months, such opinion shall also state that each such instrument creates and/or maintains a valid and enforceable first lien on the Restaurant Property to which it relates, subject only to Permitted Encumbrances.

**Section 7.14.** The Company will maintain an office of the Company, which shall be and remain the principal place of business of the Company, in Davidson or Williamson County, Tennessee and shall keep its records concerning the Trust Estate at such office; provided, however, that upon at least 30 days' prior written notice to the Corporate Trustee, the Company may move such office and records to any other address as set forth in such notice.

**Section 7.15.** The Company will (i) keep proper records and books of account in accordance with generally accepted accounting principles consistently applied, reflecting all financial transactions of the Company and each Consolidated Subsidiary and (ii) permit or cause to permit the Trustees, personally or by their agents, accountants and attorneys, to visit or inspect any of the properties, examine the records and books of account and discuss the affairs, finances and accounts, of the Company and each Consolidated Subsidiary, with the officers of the Company and Consolidated Subsidiaries at such reasonable times as may be requested by the Trustees. The Trustees shall be under no duty to make any such visit, inspection or examination.

The Company covenants that books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions of, or in relation to, the properties, business and affairs of the Company and the Consolidated Subsidiaries.

**Section 7.16.** The Company will file with the Corporate Trustee, within 120 days after the end of each fiscal year of the Company commencing with the fiscal year ending December 31, 1979, an Officers' Certificate stating, as to each signer thereof, that:

(1) a review of the activities of the Company during such year and of performance under this Indenture has been made under his supervision; and

(2) to the best of his knowledge, based on such review, the Company has fulfilled all its obligations under this Indenture throughout such year, or, if there has been an Event of Default in the fulfillment of any such obligation, specifying each such Event of Default known to him and the nature and status thereof.

**Section 7.17.** The Company covenants that it will not issue, or permit to be issued, any Bonds hereunder in any manner other than in accordance with the provisions of this Indenture and that it will faithfully observe and perform all the

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