

ARTICLE 10.**Possession and Release of Mortgaged and Pledged Property.**

Section 10.01. Unless an Event of Default shall have occurred and be continuing, the Company or a Consolidated Subsidiary, as the case may be,

(a) Shall have the right to remain in possession and retain exclusive control of the Mortgaged and Pledged Property and every portion thereof (except Deposited Cash and such securities, if any, as are held by the Corporate Trustee in lieu of Deposited Cash pursuant to Section 20.02 hereof) with full power, freely and without hindrance by the Trustees, or either of them, or by any one or more of the Bondholders, to operate, manage, develop, use and enjoy the Mortgaged and Pledged Property and every portion thereof;

(b) May, without obtaining any release or consent from the Trustees, or either of them, grant or convey rights of way or easements over or in respect of any of the Mortgaged and Pledged Property; provided, however, that any such grant or conveyance qualifies as a Permitted Encumbrance hereunder and the Company within 30 business days of such grant or conveyance furnishes the Corporate Trustee with an Opinion of Counsel to said effect; and

(c) May, from time to time, obtain the release from the Lien of this Indenture, and the Trustees shall release from the Lien of this Indenture, any of the Mortgaged and Pledged Property or any interest therein, upon compliance by the Company with the provisions of either Section 10.02 or Section 10.03 hereof or, in the case of Deposited Cash, Section 6.01 or 7.11 hereof.

Section 10.02. The Company may procure the release of, and the Trustees shall release, any of the Mortgaged and Pledged Property consisting of one or more Restaurant Properties from the Lien of this Indenture, upon compliance by the Company with all the conditions hereinafter set forth in this Section 10.02. The Trustees shall forthwith release any such property and enter into any indenture or indentures supplemental hereto if required for the purpose of effecting such release, and do such other and further acts as may be necessary, upon receipt by the Corporate Trustee of the following:

(A) An Application for any such release specifying the property, release of which is being sought;

(B) An Officers' Certificate, the signers of which shall include an accountant, certifying:

(1) a description of such property complying with the provisions of Section 6.01(B)(1) hereof and a statement of the Fair Value thereof;

(2) if any Restaurant Property or Properties are to be subjected to the Lien of this Indenture in substitution for the property release of which is being sought, the matters set forth in subdivisions (B)(1) through (4) and (6) through (9) of Section 6.01 hereof with respect to each such