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which relate to any such Mortgage or other document and to such supplemental indenture and to each such Restaurant Property. There shall also be delivered an Opinion of Counsel in accordance with Section 6.01(D) and (G) hereof.

In the event of any such conveyance or transfer by a Consolidated Subsidiary or any successor which shall theretofore have become such in the manner prescribed in this Article 15 (hereinafter in this Section 15.03 sometimes referred to as "transferor"), the transferor may be voluntarily dissolved and may thereupon be released from any obligations hereunder and under any Mortgage and any other document relating thereto. No such release, however, shall have the effect of relieving such transferor from its liability hereunder and under any Mortgage and any other document relating thereto.

**Section 15.04.** The Company covenants and agrees that no consolidation or merger of the Company and no sale, conveyance or lease of the Company's Mortgaged and Pledged Property as a whole or substantially as a whole, to which the Company or any successor corporation shall be a party, and that no consolidation or merger and no sale, conveyance or lease of the Mortgaged and Pledged Property of a Consolidated Subsidiary as a whole or substantially as a whole, to which such Consolidated Subsidiary or any successor corporation shall be a party, shall be made or effected, unless the provisions of this Article 15 shall have been complied with, and unless there shall have been delivered to the Corporate Trustee an Officers' Certificate and an Opinion of Counsel that such consolidation, merger, sale, conveyance or lease as well as the supplemental indenture, mortgage and any other document relating thereto complies in all respects with the conditions precedent herein provided for relating to such transaction.

#### ARTICLE 16.

##### Concerning the Trustees.

**Section 16.01.** There shall at all times be a Corporate Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$5,000,000, and subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 16.01 the combined capital and surplus of the Corporate Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Corporate Trustee shall cease to be eligible in accordance with the provisions of this Section 16.01, it shall resign immediately in the manner and with the effect hereinafter specified in this Article 16.

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