

subjected to the Lien of this Indenture; or to subject to the Lien of this Indenture a Restaurant Property or Properties pursuant to Section 6.01 hereof or to release any of the Mortgaged and Pledged Properties pursuant to Section 7.11, 10.02 or 10.03 hereof;

(B) To evidence the succession of another corporation to the Company or a Consolidated Subsidiary or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Company or a Consolidated Subsidiary pursuant to Article 15 hereof;

(C) To add to the covenants of the Company such further covenants for the protection of the Mortgaged and Pledged Property and the Bondholders or to surrender any right or power herein conferred upon the Company as the Board of Directors shall consider to be necessary for the protection of the Bondholders, and to make the occurrence and continuance of a default under any of such additional covenants a Default permitting the enforcement of all or any of the several remedies provided in this Indenture; provided, however, that in respect of any such additional covenant, such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other Defaults) or may provide for an immediate enforcement of said remedy or remedies upon such default or may limit the remedies available to the Trustees, or either of them, upon such default or may authorize the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds to waive such default and prescribe limitations on such rights of waiver;

(D) To cure any ambiguity or to correct or supplement any provision contained in this Indenture which may be inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture as shall not be inconsistent with the provisions and purposes of this Indenture, provided any such action shall not adversely affect the interests of the Bondholders;

(E) To modify or eliminate any of the terms of this Indenture; provided, however, that no such modification or elimination shall be or become operative or effective which shall in any manner impair any of the rights of the Bondholders or of the Trustees, while any Bonds shall remain Outstanding;

(F) To add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds, or other conditions, limitations and restrictions thereafter to be observed; or

(G) To appoint any separate trustee or separate trustees or co-trustee or co-trustees pursuant to Article 16 hereof.

Nothing contained in this Article 19 shall affect or limit the right or obligation of the Company to execute and deliver to the Trustees any instrument of further assurance or other instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustees.