

this Indenture or purchase or otherwise acquire any property of any character except as expressly contemplated or permitted by this Indenture, (c) make, or permit to remain outstanding, any loan or advance to, or own or acquire any stock or securities of, any person, except that the Company may make and permit to be outstanding any advance required to be made by it pursuant to any provision of this Indenture, (d) issue, or authorize the issuance of, any additional shares of its capital stock or, directly or indirectly, reclassify any of its capital stock issued and outstanding on the date of the execution and delivery of this Indenture, (e) create, assume or suffer to exist, directly or indirectly, any mortgage, lien, encumbrance, pledge, charge or other exception to title upon or against the Trust Estate or any part thereof or any rents or other income arising therefrom, other than Permitted Exceptions and as expressly permitted by this Indenture, (f) create, incur, assume or suffer to exist any Debt, other than the Notes, (g) consolidate with or merge into any other corporation, or permit any corporation to merge into it, or acquire, directly or indirectly, the stock of any other corporation, (h) sell, lease, transfer, convey, assign or otherwise dispose of the Trust Estate or any part thereof, except as provided in a Lease or in Article V, (i) issue, or permit to be issued, any Notes in any manner other than in accordance with the provisions of this Indenture or (j) consent to or execute any amendment to Article III Section 1, Article III Section 2, Article XI, Article XII, Article XIII or Article XX Section 5 of any franchise sublease referred to in paragraph 18(b) of the Leases which materially and adversely affects any right or remedy of direct or indirect benefit to the holders of the Notes. The Company will not, without the prior written consent of the holders of all of the Notes then outstanding, (k) claim any credit on or make any deduction from interest or premium, if any, or principal of the Notes by reason of payment of any taxes levied or to be levied on the Trust Estate or any part thereof or (l) reacquire any property or any interest therein which shall have been included in the