

## II

SECURITY INTEREST IN AND ASSIGNMENT OF AGREEMENTS

Section 2.01. The Trust hereby creates and grants to Mortgagee a present and continuing security interest in, and assigns as security to Mortgagee, all of the Trust's right, title and interest in, the Franchise Agreement and the proceeds thereof, including but not limited to

(a) all payments, if any, which become due to the Trust under the Franchise Agreement;

(b) all claims, rights, powers, privileges and remedies of the Trust under the Franchise Agreement; and

(c) all rights of the Trust under the Franchise Agreement to exercise any election or option, including renewal options, or to give or receive any notice, consent, waiver or approval;

together with full power and authority in the name of the Trust or otherwise to file any claims and to take any action which Mortgagee may deem necessary or advisable in connection therewith.

Section 2.02. The Trust hereby creates and grants to Mortgagee a present and continuing security interest in, and assigns as security to Mortgagee, all of the Trust's right, title and interest in and to all leases including but not limited to the lease (the "Lease") set forth in Exhibit C hereto, licenses, concessions, or similar agreements which now or may hereafter appertain to the Premises and all amendments to the same (the "Leases") and the proceeds thereof, including but not limited to

(a) all payments due and to become due under the Leases, whether as rent, damages, insurance payments, condemnation awards or otherwise;

(b) all claims, rights, powers, privileges and remedies of the Trust under the Leases; and

(c) all rights of the Trust under the Leases to exercise any election or option or to give or receive any notice, consent, waiver or approval or to accept any surrender of the Land or any part thereof;

together with full power and authority in the name of the Trust or otherwise, to demand, receive, enforce, collect or receipt for any or all of the foregoing, to endorse, or execute any checks or any instruments or orders, to file any claims or to take any action which Mortgagee may deem necessary or advisable in connection therewith.

Section 2.03. The Trust hereby creates and grants to Mortgagee a present and continuing security interest in, and assigns to Mortgagee, all of the Trust's right, title and