

(e) The Trust will keep its chief executive office at its address set forth opposite its signature below, will keep all of its records respecting sums due or to become due under the Leases and the Franchise Agreement at such office (and at no other location) and shall not change its chief executive office without 60 days' prior notice to Mortgagee and then only upon taking all action, at its own expense, reasonably requested by Mortgagee to establish, preserve, protect and perfect the rights created by the Lease and the Franchise Agreement and Mortgagee's rights in and to the Project Personal Property, the Franchise Agreement and Leases (all of the foregoing the "Collateral").

IV

PROTECTION OF EQUIPMENT AND AGREEMENTS

Section 4.01. The Trust will not sell, assign, transfer or otherwise dispose of the Project Personal Property or any interest therein and will not otherwise do or permit anything to be done or occur that may impair the Project Personal Property as security hereunder; provided, however, that so long as there is no Event of Default, the Trust shall be entitled to replace, trade in and sell from time to time that part of the Project Personal Property that becomes obsolete, or worn out, provided, further, that such items are promptly replaced by items of at least equal value and utility.

Section 4.02. The Trust will enforce the covenants, agreements, terms and conditions to be performed by the franchisor under the Franchise Agreement and any lessee, licensee, concessionaire or other party under any Leases in accordance with its terms and will not modify or amend or permit the modifications or amendment of, any material covenants, agreements, terms or conditions of such Franchise Agreement and will not cancel, surrender, fail to renew or permit the cancellation, surrender or failure to renew of, the Franchise Agreement or (except as permitted in the Mortgage) any of the Leases or any of such covenants, agreements, terms or conditions without, in each case, the prior consent of Mortgagee.

Section 4.03. The Trust will not assign, transfer, encumber or otherwise dispose of the Franchise Agreement, any of the Leases, or any interest therein nor the whole or any part of the rents, monies, claims or rights thereunder assigned hereby, and it will not otherwise do or permit anything to be done or occur that may impair the Franchise Agreement or any of the Leases or any of the rights created by any of such instruments as security hereunder.

Section 4.04. Without the prior written consent of Mortgagee, the Trust will not rescind or cancel any indebtedness evidenced by any Account Receivable or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any dispute, claim, suit or legal proceeding relating thereto, or