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QSR, INC., as Borrower

to

FRANCHISE MORTGAGE ACCEPTANCE COMPANY, LLC, as Secured Party

MORTGAGE
(Leasehold)

• DEPT-01 RECORDING	\$59.00
• T#0012 TRAN 6115 07/30/97 14:59:00	
• #6569 ÷ CG *-97-553127	
• COOK COUNTY RECORDER	
• DEPT-10 PENALTY	\$56.00

Dated:

As of
July 23, 1997

59.00
56.00
RP

Location:

2997 Kirchoff Road, Rolling Meadows, IL 60008
(Cook County)
Taco Bell Store No. 16815

RECORD AND RETURN TO:

Franchise Mortgage Acceptance Company, LLC
Five Greenwich Office Park, 4th Floor
Greenwich, Connecticut 06831
Attention: Chief Operating Officer

This Mortgage was prepared by:

IVEY, BARNUM & O'MARA
170 Mason Street
Greenwich, Connecticut 06830
Attn: Steven B. Steinmetz, Esq.

BOX 333-CTI

DIV 1
76-69-192
add
(2)
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MORTGAGE

THIS MORTGAGE made ^{As of} the 23rd day of July, 1997, between QSR, INC., a Wisconsin corporation having an office at 7115 Virginia Road, Crystal Lake, Illinois 60014 (hereinafter referred to as "Borrower"), and FRANCHISE MORTGAGE ACCEPTANCE COMPANY LLC, a California limited liability company, having an office at Five Greenwich Office Park, 4th Floor, Greenwich, Connecticut 06831 (hereinafter referred to as "Secured Party").

WITNESSETH:

Whereas Borrower is the owner of a leasehold estate in the premises described in Exhibit A attached hereto (hereinafter referred to as the "Premises") and pursuant to the provisions of the lease described in Exhibit A-1 attached hereto (hereinafter referred to as the "Ground Lease");

NOW THEREFORE, to secure the payment of certain obligations in the aggregate sum of FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000), lawful money of the United States of America, to be paid with interest and periodic charges (said obligations, interest, periodic charges and all other sums which may or shall become due hereunder being hereinafter collectively referred to as the Obligations) according to a certain Secured Promissory Note dated the date hereof given by Borrower to Secured Party, a copy of which is attached hereto as Exhibit "B" and made a part hereof (hereinafter referred to as the "Note"), and a certain Pledge and Security Agreement entered into between Borrower and Secured Party (hereinafter referred to as the "Security Agreement"), Borrower has mortgaged, given, granted, bargained, sold, aliened, enfeoffed, conveyed, confirmed and assigned, and by these presents does mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign unto Secured Party forever all right, title and interest of Borrower now owned, or hereafter acquired, in and to the following property, rights and interests (such property, rights and interests being hereinafter collectively referred to as the "Mortgaged Property"):

(a) the Premises;

(b) all buildings and improvements now or hereafter located on the Premises (hereinafter referred to as the "Improvements");

(b)(1) the Ground Lease and the leasehold estate created thereunder;

(b)(2) all modifications, extensions and renewals of the Ground Lease and all credits, deposits, options, purchase options, privileges and rights of Borrower under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms or to acquire fee title to or other interest in all or any portion of the Premises or the Improvements;

(c) all of the estate, right, title, claim or demand of any nature whatsoever of Borrower either in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;

(d) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Mortgaged Property (hereinafter

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collectively referred to as the "Equipment"), and the right, title and interest of Borrower in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Premises are located), superior in lien to the lien of this Mortgage;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(g) all leases and other agreements (other than the Ground Lease) affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (hereinafter referred to as the "Leases") and the right to receive and apply the rents, issues and profits of the Mortgaged Property (hereinafter referred to as the "Rents") to the payment of the Obligations;

(h) all proceeds of and any unearned premiums on any insurance policies (collectively, hereinafter referred to as the Policies) covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgment, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(i) the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property; and

(j) all proceeds of each of the foregoing.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the proper use and benefit of Secured Party, and the successors and assigns of Secured Party, forever;

AND Borrower covenants and agrees with and represents and warrants to Secured Party as follows:

1. Payment of Obligations. Borrower will pay the Obligations at the time and in the manner provided for its payment in the Note, the Security Agreement and in this Mortgage.

2. Warranty of Title. Subject only to those exceptions to title specifically set forth in the title policy issued or to be issued by Chicago Title Insurance Company to Secured Party and insuring the lien of this Mortgage, Borrower warrants the title to the Premises, the Improvements, the Equipment, the Ground Lease and the balance of the Mortgaged Property. In addition, Borrower represents and warrants that (i) the Ground Lease is in full force and effect and has not been modified in any manner whatsoever, (ii) there are no defaults under the Ground Lease and no event has occurred, which but for the passage of time, or notice, or both, would constitute a default under the Ground Lease, (iii) all rents, additional rents and other sums due and payable under the Ground Lease have been paid in full, and (iv) no action has commenced and no notice has been given or received for the purpose of terminating the Ground Lease.

3. Insurance. Borrower shall keep the Mortgaged Property insured in accordance with the provisions of the Security Agreement. Sums paid to Secured Party by any insurer may be retained and applied by Secured Party toward payment of the Obligations whether or not then due and payable in such order, priority and proportions as Secured Party in its discretion shall deem proper or, at the discretion of Secured Party, the same may be paid, either in whole or in part, to Borrower for such purposes as Secured Party shall designate. If Secured Party shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by Secured Party and actually applied by Secured Party in reduction of the Obligations.

4. Payment of Taxes, etc. Borrower shall pay all taxes, assessments, water rates, sewer rents, utility charges and other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed against the Mortgaged Property (hereinafter referred to as the "Taxes") prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. Borrower shall deliver to Secured

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Party, upon request, receipted bills, cancelled checks and other evidence satisfactory to Secured Party evidencing the payment of the Taxes prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof.

5. Condemnation. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, Borrower shall continue to pay the Obligations at the time and in the manner provided for its payment in the Note, the Security Agreement and this Mortgage and the Obligations shall not be reduced until any award or payment therefor shall have been actually received and applied by Secured Party to the discharge of the Obligations. Secured Party may apply the entire amount of any such award or payment to the discharge of the Obligations whether or not then due and payable in such order, priority and proportions as Secured Party in its discretion shall deem proper. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by Secured Party of such award or payment, Secured Party shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Obligations, whichever is less. Borrower shall file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Secured Party. Borrower hereby irrevocably authorizes and empowers Secured Party, in the name of Borrower or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claim or claims. Although it is hereby expressly agreed that the same shall not be necessary in any event, Borrower shall, upon demand of Secured Party, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to Secured Party, free and clear of any encumbrances of any kind or nature whatsoever.

6. Leases and Rents. Subject to the terms of this paragraph, Secured Party waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and grants Borrower the right to collect the Rents. Borrower shall hold the Rents, or an amount sufficient to cover the payment of all operating expenses of the Mortgaged Property and to discharge all current sums due on the Obligations, in trust for use in payment of such current operating expenses and current sums due on the Obligations. The right of Borrower to collect the Rents may be revoked by Secured Party upon any default by Borrower under the terms of the Note or this Mortgage by giving notice of such revocation to Borrower. Following such notice Secured Party may retain and apply the Rents toward payment of the Obligations in such order, priority and proportions as Secured Party, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property, and irrespective of whether Secured Party shall have commenced a foreclosure of this Mortgage or shall have applied or arranged for the appointment of a receiver. Borrower shall not, without the consent of Secured Party, make, or suffer to be made, any Leases or modify or cancel any Leases or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. Borrower shall (a) fulfill or perform each and every provision of the Leases on the part of Borrower to be fulfilled or performed, (b) promptly send copies of all notices of default which Borrower shall send or receive under the Leases to Secured Party, and (c) enforce, short of termination of the Leases, the performance or observance of the provisions thereof by the tenants thereunder. In addition to the rights which Secured Party may have herein, in the event of any default under this Mortgage, Secured Party, at its option, may require Borrower to pay monthly in advance to Secured Party, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Borrower. Upon default in any such payment, Borrower will vacate and surrender possession of the Mortgaged Property to Secured Party, or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on Secured Party any of the obligations of the lessor under the Leases.

7. Maintenance of the Mortgaged Property. Borrower shall cause the Mortgaged Property to be maintained in good condition and repair and will not commit or suffer to be committed any waste of the Mortgaged Property. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment), without the consent of Secured Party. Borrower shall promptly comply with all existing and future governmental laws, orders, ordinances, rules and regulations affecting the Mortgaged Property, or any portion thereof or the use thereof. Borrower shall promptly repair, replace or rebuild all or any part of the Mortgaged Property which may be damaged or destroyed by fire or other property hazard or casualty (including any fire or other property hazard or casualty for which insurance was not obtained or obtainable) or which may be affected by any taking by any public or quasi-public authority through eminent domain or otherwise, and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such fire or other property hazard or casualty shall be covered by the Policies, Borrower's obligation to repair, replace or rebuild such portion of the Mortgaged Property shall be contingent upon Secured Party paying Borrower the proceeds of the Policies, or such portion thereof as

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shall be sufficient to complete such repair, replacement or rebuilding, whichever is less. Borrower will not, without obtaining the prior consent of Secured Party, initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or affecting the uses which may be made of the Mortgaged Property or any part thereof.

8. Environmental Provisions. For the purposes of this paragraph the following terms shall have the following meanings: (i) the term "Hazardous Material" shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any Environmental Requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product, (ii) the term "Environmental Requirements" shall collectively mean all present and future laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any Governmental Authority and relating to or addressing the protection of the environment or human health, and (iii) the term "Governmental Authority" shall mean the Federal government, or any state or other political subdivision thereof, or any agency, court or body of the Federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions. Borrower hereby represents and warrants to Secured Party that to the best of Borrower's knowledge after diligent inquiry (i) no undisclosed Hazardous Material is currently located at, on, in, under or about the Mortgaged Property, (ii) no undisclosed Hazardous Material is currently located at, in, on, under or about the Mortgaged Property in a manner which violates any Environmental Requirement, or which requires cleanup or corrective action of any kind under any Environmental Requirement, (iii) no undisclosed releasing, emitting, discharging, leaching, dumping or disposing of any Hazardous Material from the Mortgaged Property onto or into any other property or from any other property onto or into the Mortgaged Property has occurred or is occurring in violation of any Environmental Requirement, (iv) no notice of violation, lien, complaint, suit, order or other notice with respect to the Mortgaged Property is presently outstanding under any Environmental Requirement, and (v) the Mortgaged Property and the operation thereof are in full compliance with all Environmental Requirements. Borrower shall comply, and shall cause all tenants or other occupants of the Mortgaged Property to comply, in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use, and will not permit any tenant or other occupant of the Mortgaged Property to generate, store, handle, process, dispose of or otherwise use, Hazardous Materials at, in, on, under or about the Mortgaged Property in a manner that could lead or potentially lead to the imposition on Borrower, Secured Party or the Mortgaged Property of any liability or lien of any nature whatsoever under any Environmental Requirement. Borrower shall notify Secured Party promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Mortgaged Property which is required to be reported to a Governmental Authority under any Environmental Requirement, will promptly forward to Secured Party copies of any notices received by Borrower relating to alleged violations of any Environmental Requirement and will promptly pay when due any fine or assessment against Secured Party, Borrower or the Mortgaged Property relating to any Environmental Requirement. If at any time it is determined that the operation or use of the Mortgaged Property violates any applicable Environmental Requirement or that there are undisclosed Hazardous Materials located at, in, on, under or about the Mortgaged Property which, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, or any other form of cleanup or corrective action, Borrower shall, within thirty (30) days after receipt of notice thereof from any Governmental Authority or from Secured Party, take, at its sole cost and expense, such actions as may be necessary to fully comply in all respects with all Environmental Requirements, provided, however, that if such compliance cannot reasonably be completed within such thirty (30) day period, Borrower shall commence such necessary action within such thirty (30) day period and shall thereafter diligently and expeditiously proceed to fully comply in all respects and in a timely fashion with all Environmental Requirements. If Borrower fails to timely take, or to diligently and expeditiously proceed to complete in a timely fashion, any such action, Secured Party may, in its sole and absolute discretion, make advances or payments towards the performance or satisfaction of the same, but shall in no event be under any obligation to do so. All sums so advanced or paid by Secured Party (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, and fines or other penalty payments) and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, will immediately, upon demand, become due and payable from Borrower and shall bear interest at the Default Rate (as hereinafter defined) from the date any such sums are so advanced or paid by Secured Party until the date any such sums are repaid by Borrower to Secured Party. Borrower will execute and deliver, promptly upon request, such instruments as Secured Party may deem useful or necessary to permit Secured Party to take any such action, and such additional notes and mortgages, as Secured Party may require to secure all sums so advanced or paid by Secured Party. If a lien is filed against the Mortgaged Property by any Governmental Authority resulting from the need to expend or the actual expending of monies arising from an action or omission, whether intentional or unintentional, of Borrower or for which Borrower is responsible, resulting in the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of [---intentionally left blank---

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any Hazardous Material into the waters or onto land located within or without the State where the Mortgaged Property is located, then Borrower will, within thirty (30) days from the date that Borrower is first given notice that such lien has been placed against the Mortgaged Property (or within such shorter period of time as may be specified by Secured Party if such Governmental Authority has commenced steps to cause the Mortgaged Property to be sold pursuant to such lien) either (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to Secured Party and is sufficient to effect a complete discharge of such lien on the Mortgaged Property. Secured Party may, at its option, at intervals of not less than one year, or more frequently if Secured Party reasonably believes that a Hazardous Material or other environmental condition violates or threatens to violate any Environmental Requirement, cause an environmental audit of the Mortgaged Property or portions thereof to be conducted to confirm Borrower's compliance with the provisions of this paragraph, and Borrower shall cooperate in all reasonable ways with Secured Party in connection with any such audit. If such audit discloses that a violation of an Environmental Requirement exists, Borrower shall pay all costs and expenses incurred in connection with such audit, otherwise, the costs and expenses of such audit shall, notwithstanding anything to the contrary set forth in this paragraph, be paid by Secured Party.

If this Mortgage is foreclosed, or if the Mortgaged Property is sold pursuant to the provisions of this Mortgage, or if Borrower tenders a deed or assignment in lieu of foreclosure or sale, Borrower shall deliver the Mortgaged Property to the purchaser at foreclosure or sale or to Secured Party, its nominee, or wholly owned subsidiary, as the case may be, in a condition that complies in all respects with all Environmental Requirements. Borrower will defend, indemnify, and hold harmless Secured Party, its employees, agents, officers, and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to, (i) any breach by Borrower of any of the provisions of this paragraph, (ii) the presence, disposal, spillage, discharge, emission, leakage, release, or threatened release of any Hazardous Material which is at, in, on, under, about, from or affecting the Mortgaged Property, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Mortgaged Property or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Mortgaged Property or on any other property or otherwise, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any Governmental Authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement. The aforesaid indemnification shall, notwithstanding any exculpatory or other provision of any nature whatsoever to the contrary set forth in the Note, this Mortgage or any other document or instrument now or hereafter executed and delivered in connection with the loan evidenced by the Note and secured by this Mortgage, constitute the personal recourse undertakings, obligations and liabilities of Borrower. The aforesaid indemnification shall not be applicable to any claim, demand, penalty, cause of action, fine, liability, settlement, damage, cost or other expense of any type whatsoever (i) occasioned, arising and caused solely and directly as the result of the gross negligence or willful misconduct of Secured Party, its nominee or wholly owned subsidiary or their respective employees or agents and irrespective of whether occurring prior or subsequent to the date upon which Secured Party, its nominee or wholly owned subsidiary acquires possession of the Mortgaged Property by foreclosure of this Mortgage, a sale of the Mortgaged Property pursuant to the provisions of this Mortgage, acceptance of a deed or assignment in lieu of foreclosure or sale or otherwise, or (ii) occasioned, arising and caused solely and directly as the result of any act of any person or party (other than an act of Borrower, its employees or agents or persons or parties under the control of Borrower, or an act of Secured Party, its nominee or wholly owned subsidiary or their respective employees or agents which does not constitute negligence or willful misconduct, or an act of any Governmental Authority, including, without limitation, any change in any Environmental Requirement) and occurring subsequent to the earlier to or any of (x) the date of payment to Secured Party in cash of the entire Obligations, and (y) the date upon which Secured Party, its nominee or wholly owned subsidiary acquires possession of the Mortgaged Property by foreclosure of this Mortgage, a sale of the Mortgaged Property pursuant to the provisions of this Mortgage, acceptance of a deed or assignment in lieu of foreclosure or sale or otherwise. Except as hereinabove specifically provided to the contrary in this paragraph, the obligations and liabilities of Borrower under this paragraph shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of whether the Obligations has been paid in full and irrespective of any foreclosure of this Mortgage, sale of the Mortgaged Property pursuant to the provisions of this Mortgage or acceptance by Secured Party, its nominee or wholly owned subsidiary of a deed or assignment in lieu of foreclosure or sale and irrespective of any other fact or circumstance of any nature whatsoever.

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9. Estoppel Certificates. Borrower, within ten (10) days after request by Secured Party and at its expense, will furnish Secured Party with a statement, duly acknowledged and certified, setting forth the amount of the Obligations and the offsets or defenses thereto, if any.

10. Transfer or Encumbrance of the Mortgaged Property. No part of the Mortgaged Property nor any interest of any nature whatsoever therein nor any interest of any nature whatsoever in Borrower (whether partnership, stock, equity, beneficial, profit, loss or otherwise) shall in any manner be further encumbered, sold, transferred, assigned or conveyed, or permitted to be further encumbered, sold, transferred, assigned or conveyed without the prior consent of Secured Party, which consent in any and all circumstances may be withheld in the sole and absolute discretion of Secured Party. The provisions of the foregoing sentence of this paragraph shall apply to each and every such further encumbrance, sale, transfer, assignment or conveyance, regardless of whether or not Secured Party has consented to, or waived by its action or inaction its rights hereunder with respect to, any such previous further encumbrance, sale, transfer, assignment or conveyance, and irrespective of whether such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason of operation of law or is otherwise made.

11. Notice. Any notice, request, demand, statement, authorization, approval or consent made hereunder shall be in writing and shall be sent in the manner specified in the Security Agreement.

12. Sale of Mortgaged Property. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may, at the discretion of Secured Party, be sold in one or more parcels or in several interests or portions and in any order or manner.

13. Changes in Laws Regarding Taxation. In the event of the passage after the date of this Mortgage of any law of the state in which the Premises are located deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or the Obligations, Borrower shall, if permitted by law, pay any tax imposed as a result of any such law within the statutory period or within fifteen (15) days after demand by Secured Party, whichever is less, provided, however, that if, in the opinion of the attorneys for Secured Party, Borrower is not permitted by law to pay such taxes, Secured Party shall have the right, at its option, to declare the Obligations due and payable on a date specified in a prior notice to Borrower of not less than thirty (30) days.

14. No Credits on Account of the Obligations. Borrower will not claim or demand or be entitled to any credit or credits on account of the Obligations for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Obligations.

15. Documentary Stamps. If at any time the United States of America, any state thereof, or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to the Note or this Mortgage, Borrower will pay for the same, with interest and penalties thereon, if any.

15A. The Ground Lease. Borrower shall (i) pay all rents, additional rents and other sums required to be paid by Borrower as ground lessee under and pursuant to the provisions of the Ground Lease, (ii) diligently perform and observe all of the terms, covenants and conditions of the Ground Lease on the part of Borrower, as ground lessee thereunder, to be performed and observed, unless such performance or observance shall be waived or not required in writing by the ground lessor under the Ground Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of Borrower, as ground lessee, under the Ground Lease, and (iii) promptly notify Secured Party of the giving of any notice by the ground lessor under the Ground Lease to Borrower of any default by Borrower in the performance or observance of any of the terms, covenants or conditions of the Ground Lease on the part of Borrower, as ground lessee thereunder, to be performed or observed and deliver to Secured Party a true copy of each such notice. Borrower shall not, without the prior consent of Secured Party, surrender the leasehold estate created by the Ground Lease or terminate or cancel the Ground Lease or modify, change, supplement, alter or amend the Ground Lease, in any respect, either orally or in writing, and Borrower hereby assigns to Secured Party, as further security for the payment of the Obligations and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights, privileges and prerogatives of Borrower, as ground lessee under the Ground Lease, to surrender the leasehold estate created by the Ground Lease or to terminate, cancel, modify, change, supplement, alter or amend the Ground Lease, and any such surrender of the

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leasehold estate created by the Ground Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Ground Lease without the prior consent of Secured Party shall be void and of no force and effect. If Borrower shall default in the performance or observance of any term, covenant or condition of the Ground Lease on the part of Borrower, as ground lessee thereunder, to be performed or observed, then, without limiting the generality of the other provisions of this Mortgage, and without waiving or releasing Borrower from any of its obligations hereunder, Secured Party shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Ground Lease on the part of Borrower, as ground lessee thereunder, to be performed or observed to be promptly performed or observed on behalf of Borrower, to the end that the rights of Borrower in, to and under the Ground Lease shall be kept unimpaired and free from default. If Secured Party shall make any payment or perform any act or take action in accordance with the preceding sentence, Secured Party will notify Borrower of the making of any such payment, the performance of any such act, or the taking of any such action. In any such event, subject to the rights of lessees and other occupants under the Leases, Secured Party and any person designated by Secured Party shall have, and are hereby granted, the right to enter upon the Mortgaged Property at any time and from time to time for the purpose of taking any such action. If the ground lessor under the Ground Lease shall deliver to Secured Party a copy of any notice of default sent by said ground lessor to Borrower, as ground lessee under the Ground Lease, such notice shall constitute full protection to Secured Party for any action taken or omitted to be taken by Secured Party, in good faith, in reliance thereon. Borrower shall, from time to time, obtain from the ground lessor under the Ground Lease such certificates of estoppel with respect to compliance by Borrower with the terms of the Ground Lease as may be requested by Secured Party. Borrower shall exercise each individual option, if any, to extend or renew the term of the Ground Lease upon demand by Secured Party made at any time within one (1) year of the last day upon which any such option may be exercised, and Borrower hereby expressly authorizes and appoints Secured Party its attorney-in-fact to exercise, either jointly or individually, any such option in the name of and upon behalf of Borrower, which power of attorney shall be irrevocable and shall be deemed to be coupled with an interest.

15 B. No Merger of Fee and Leasehold Estates. So long as any portion of the Obligations shall remain unpaid, unless Secured Party shall otherwise consent, the fee title to the Premises and the leasehold estate therein created pursuant to the provisions of the Ground Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Borrower or in any other person, by purchase, operation of law or otherwise. If Secured Party shall acquire the fee title to the Premises and the leasehold estate therein created pursuant to the provisions of the Ground Lease, by foreclosure of this Mortgage or otherwise, such estates shall not merge as a result of such acquisition and shall remain separate and distinct for all purposes after such acquisition unless and until Secured Party shall elect to merge such estates.

15 C. Borrower Acquisition of Fee Estate. So long as any portion of the Obligations remains unpaid, unless Secured Party shall otherwise consent, if Borrower shall acquire fee title to the Premises the lien of this Mortgage shall be spread to cover the fee estate and said fee estate shall be deemed to be included within the definition of the Mortgaged Property. Borrower shall, at its sole cost and expense, execute such instruments as Secured Party deems useful or necessary to subject the fee estate to the lien of this Mortgage.

15 D. Ground Lessor Bankruptcy. Upon the filing by or against ground lessor of a petition pursuant to Title 11 of the United States Code as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law (hereinafter referred to as the "Bankruptcy Code"), and the subsequent rejection of the Ground Lease by the ground lessor, Borrower shall not, without the prior written consent of Secured Party, (i) elect to treat the Ground Lease as terminated pursuant to Section 365(h)(1) of the Bankruptcy Code, or (ii) pursuant to Section 365(h)(2) of the Bankruptcy Code, offset against the rents reserved under the Ground Lease the amount of any damages caused by the ground lessor's rejection of the Ground Lease. Borrower shall promptly, and so as to be received prior to all hearing dates, return dates or other deadlines, send to Secured Party copies of all notices, summonses, pleadings, applications and other documents received by Borrower in connection with such petition or proceeding by ground lessor.

16. Performance of Other Agreements. Borrower shall observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

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17. Events of Defaults. The Obligations shall become due at the option of Secured Party upon the occurrence of any one or more of the following events (herein collectively referred to as "Events of Default"):

(a) if an Event of Default, as defined in the Security Agreement, shall occur;

(b) if Borrower shall fail to pay within twenty (20) days of notice and demand by Secured Party, any installment of any assessment against the Mortgaged Property for local improvements heretofore or hereafter laid, which assessment is or may become payable in annual or periodic installments and is or may become a lien on the Mortgaged Property, notwithstanding the fact that such installment may not be due and payable at the time of such notice and demand;

(c) if without the consent of Secured Party any Leases are made, cancelled or modified or if any portion of the Rents is paid for a period of more than one (1) month in advance or if any of the Rents are further assigned;

(c)(1) if Borrower shall default in the observance or performance of any term, covenant or condition of the Ground Lease on the part of Borrower, as ground lessee thereunder, to be observed or performed, unless any such observance or performance shall have been waived or not required in writing by the ground lessor under the Ground Lease, or if any one or more of the events referred to in the Ground Lease shall occur which would or may cause the Ground Lease to terminate without notice or action by the ground lessor thereunder or which would entitle the ground lessor under the Ground Lease to terminate the Ground Lease and the term thereof by giving notice to Borrower, as ground lessee thereunder, or if the leasehold estate created by the Ground Lease shall be surrendered, in whole or in part, or if the Ground Lease shall be terminated or cancelled for any reason or under any circumstance whatsoever, or if any of the terms, covenants or conditions of the Ground Lease shall in any manner be modified, changed, supplemented, altered or amended without the consent of Secured Party;

(d) if Borrower or other person shall be in default under any mortgage or deed of trust covering any part of the Mortgaged Property whether superior or inferior in lien to this Mortgage, and including, without limitation, any such mortgage or deed of trust now or hereafter held by Secured Party, or

(e) if the Mortgaged Property shall become subject (i) to any tax lien, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any lis pendens, notice of pendency, stop order, notice of intention to file mechanic's or materialman's lien, mechanic's or materialman's lien or other lien of any nature whatsoever and the same shall not either be discharged of record or in the alternative insured over to the satisfaction of Secured Party by the title company insuring the lien of this Mortgage within a period of thirty (30) days after the same is filed or recorded, and irrespective of whether the same is superior or subordinate in lien or other priority to the lien of this Mortgage and irrespective of whether the same constitutes a perfected or inchoate lien or encumbrance on the Mortgaged Property or is only a matter of record or notice; or

(f) if an Event of Default shall occur under any mortgage or deed of trust now or hereafter entered into by Borrower or an affiliate of Borrower in favor of Secured Party.

Upon the occurrence of an Event of Default, Secured Party shall have the right to immediately commence the foreclosure of the Mortgaged Property.

18. Right to Cure Defaults. If default in the performance of any of the covenants of Borrower herein occurs, Secured Party may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Mortgaged Property or any portion thereof without thereby becoming liable to Borrower or any person in possession thereof holding under Borrower. If Secured Party shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Obligations, the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this paragraph, shall be paid by Borrower to Secured Party upon demand and shall constitute part of the Obligations secured by this Mortgage. All such costs and expenses incurred by Secured Party in remedying such default or in appearing in, defending, or bringing any such action or proceeding shall be paid by Borrower to Secured Party upon demand, with interest accruing at the Default Rate, as defined in the Security Agreement.

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19. Appointment of Receiver. Secured Party, in any action to foreclose this Mortgage or upon the actual or threatened waste to any part of the Mortgaged Property or upon the occurrence of any default hereunder, shall be at liberty, without notice, to apply for the appointment of a receiver of the Rents together with full power and authority to operate, manage and conserve the Mortgaged Property, and shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Mortgaged Property as security for the Obligations, or the solvency or insolvency of any person then liable for the payment of the Obligations.

20. Non-Waiver. The failure of Secured Party to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. Borrower shall not be relieved of Borrower's obligation to pay the Obligations at the time and in the manner provided for its payment in the Note, the Security Agreement and this Mortgage by reason of (i) failure of Secured Party to comply with any request of Borrower to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Obligations or any portion thereof, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Obligations, or (iii) any agreement or stipulation between Secured Party and any subsequent owner or owners of the Mortgaged Property or other person extending the time of payment or otherwise modifying or supplementing the terms of the Note, the Security Agreement, this Mortgage or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Obligations or any portion thereof, without first having obtained the consent of Borrower, and in the latter event, Borrower shall continue to be obligated to pay the Obligations at the time and in the manner provided in the Note, the Security Agreement and this Mortgage, as so extended, modified and supplemented, unless expressly released and discharged from such obligation by Secured Party in writing. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, Secured Party may release any person at any time liable for the payment of the Obligations or any portion thereof or any part of the security held for the Obligations and may extend the time of payment or otherwise modify the terms of the Note, the Security Agreement or this Mortgage, including, without limitation, a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Obligations over any such subordinate lien, encumbrance, right, title or interest. Secured Party may resort for the payment of the Obligations to any other security held by Secured Party in such order and manner as Secured Party, in its discretion, may elect. Secured Party may take action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Secured Party thereafter to foreclose this Mortgage. Secured Party shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of Secured Party under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Secured Party shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

21. Construction. The terms of this Mortgage shall be construed in accordance with the laws of the state in which the Premises are located.

22. Further Acts, etc. Borrower will, at the cost of Borrower, and without expense to Secured Party, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Secured Party shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Secured Party the property and rights hereby mortgaged or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Secured Party, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage and, on demand, will execute and deliver and hereby authorizes Secured Party to execute in the name of Borrower to the extent Secured Party may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property.

23. Headings, etc. The headings, titles and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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24. Filing of Mortgage, etc. Borrower forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect, preserve and perfect the lien hereof upon, and the interest of Secured Party in, the Mortgaged Property. Borrower will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance. Borrower shall hold harmless and indemnify Secured Party, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

25. Sole Discretion of Secured Party. Except as may otherwise be expressly provided to the contrary, wherever pursuant to the Note, this Mortgage, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise with respect to the loan secured hereby, Secured Party exercises any right given to it to consent or not consent, or to approve or disapprove, or any arrangement or term is to be satisfactory to Secured Party, the decision of Secured Party to consent or not consent, or to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory, shall be in the sole and absolute discretion of Secured Party and shall be final and conclusive.

26. Authority. Borrower (and the undersigned representative of Borrower, if any) has full power, authority and legal right to execute this Mortgage, and to mortgage, give, grant, bargain, sell, alien, enclose, convey, confirm and assign the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on Borrower's part to be performed.

27. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

28. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Borrower" shall mean each Borrower and any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein; the word "Secured Party" shall mean Secured Party or any subsequent holder of the Note; the word "Note" shall mean the Secured Promissory Note or any other evidence of indebtedness secured by this Mortgage; the words "Security Agreement" shall mean the Pledge and Security Agreement; the word "Guarantor" shall mean each person guaranteeing payment of the Obligations or any portion thereof or performance by Borrower of any of the terms of this Mortgage and their respective heirs, executors, administrators, legal representatives, successors and assigns; the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity; the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein; the word "Obligations" shall mean all sums secured by this Mortgage; and the word "default" shall mean the occurrence of any default by Borrower or other person in the observance or performance of any of the terms, covenants or provisions of the Note, the Security Agreement or this Mortgage on the part of Borrower or such other person to be observed or performed without regard to whether such default constitutes or would constitute upon notice or lapse of time, or both, an Event of Default under this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

29. Waiver of Notice. Borrower shall not be entitled to any notices of any nature whatsoever from Secured Party except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Secured Party to Borrower, and Borrower hereby expressly waives the right to receive any notice from Secured Party with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Secured Party to Borrower.

30. Waiver of Statutory Rights. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws to the full extent that Borrower may do so under applicable law. Borrower for itself and all who may claim through or under it waives any and all right to have the

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property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien of this Mortgage and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Borrower hereby waives for itself and all who may claim through or under it, and to the full extent Borrower may do so under applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or granted under any statute now existing or hereafter enacted.

31. Waiver of Counterclaims. Borrower absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature with respect to this Mortgage or the obligations of Borrower under this Mortgage in any action or proceeding brought by Secured Party to collect the Obligations, or any portion thereof, or to enforce the obligations of the Borrower under this Mortgage.

32. Superior Mortgage. If Borrower fails to pay any installment of principal or interest or any other sum due under any mortgage or other lien superior in lien to the lien of this Mortgage, as the same becomes due and payable, Secured Party may, at its option, pay the same, and Borrower shall upon demand reimburse Secured Party for all sums so expended by Secured Party, with interest at a rate per annum equal to the Default Rate. All such sums expended by Secured Party, with interest, shall be secured by this Mortgage.

33. Security Agreement. Unless specifically provided to the contrary, all of the terms and provisions of the Security Agreement are hereby incorporated into and shall become a part of this Mortgage.

34. Solvency, Binding Effect and Enforceability. The Borrower is (and, after giving effect to this Mortgage, will be) solvent. This Mortgage is the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

35. Business Purpose. Borrower represents that the obligations evidenced by the Note constitute business loans which come within the purview of 815 ILCS 205/4-(1)(c) of "an act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (Ill. Rev. Stats., 1981 ed., ch. 17, Sec. 6404(1)(c)).

36. Severability. Whenever possible this Mortgage and each provision hereof shall be interpreted in such manner as to be effective, valid and enforceable under applicable law. If and to the extent that any such provision shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof, and any determination that the application of any provision hereof to any person or under any circumstance is illegal and unenforceable shall not affect the legality, validity and enforceability of such provision as it may be applied to any other person or in any other circumstance.

IN WITNESS WHEREOF, Borrower has duly executed this Mortgage the day and year first above written.

ATTEST

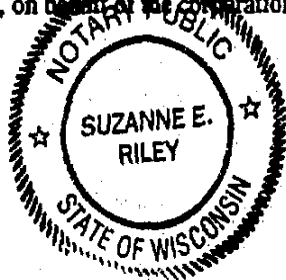
[Signature]
Name: _____
Title: President

QSR, INC.

By: [Signature]
Name: _____
Title: CEO

STATE OF Wisconsin
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me this 17 day of July, 1997, by Ralph L. Freitag of QSR, Inc., a Wisconsin corporation, on behalf of the corporation.

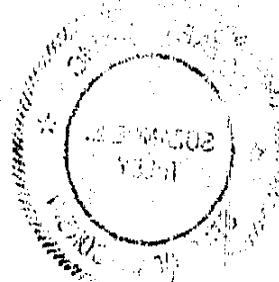


[Signature]
Title: Notary Public
Suzanne E. Riley
-12- My Commission is permanent

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EXHIBIT "A"

THE NORTHERLY 150 FEET OF THE WESTERLY 150 FEET OF LOT "B-B" (AS MEASURED ON THE SOUTHERLY LINE OF KIRCHOFF ROAD AND ON THE EASTERLY LINE OF MEADOW DRIVE) IN ROLLING MEADOW UNIT NUMBER 10 BEING A SUBDIVISION OF LOT "U" IN ROLLING MEADOWS UNIT NUMBER 8 BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 (1/2) OF SECTION 36 TOWNSHIP 42 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF KIRCHOFF ROAD ACCORDING TO THE PLAT THEREOF REGISTERED IN OFFICE OF REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 7, 1955 AS DOCUMENT 1618893.

ALSO DESCRIBED AS FOLLOWS: BEGINNING

AT THE NORTHWEST CORNER OF LOT "B-B" IN ROLLING MEADOW UNIT NO. 10, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON SEPTEMBER 7, 1955 AS DOCUMENT NUMBER 1618893; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF LOT "B-B" (ALSO BEING THE SOUTH LINE OF KIRCHOFF ROAD), A DISTANCE OF 150.00 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE AFORESAID LOT "B-B" (ALSO BEING THE EAST LINE OF MEADOW DRIVE), A DISTANCE OF 150.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF LOT "B-B", A DISTANCE OF 150.00 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE AFOREMENTIONED WEST LINE OF LOT "B-B", A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Index No. 02-36-102-020

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Exhibit A-1
(Description of Ground Lease)

Store No. 16815

1. Lease dated August 5, 1994 between S&S Petroleum Products, as Landlord, and Taco Bell Corp., as Tenant.

2. Assignment of Lease dated July 21, 1997 by Taco Bell Corp., as Assignor, and QSR, Inc., as Assignee.

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Exhibit B

(Promissory Note)

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NOTE (FIXED RATE; NO GUARANTY PROGRAM)

FRANCHISE MORTGAGE ACCEPTANCE COMPANY LLC 1995 LOAN PROGRAM

SECURED PROMISSORY NOTE

Name of Borrower: ^{of} QBR, Inc., a Wisconsin corporation, and
QSRE, L.L.C., a Wisconsin limited liability company
Name of Franchisor: Taco Bell Corp.
Borrower No.: 16816

Greenwich, Connecticut

Date of Note: July 23, 1997

As used herein, the following terms shall have the meanings set forth below:

Principal Amount: \$490,000

Maturity Date: August 1, 2012

Stated Rate: 9.75% per annum

Stated Payment Amount: \$5,190.88

Amortization Term: a period of 180 months commencing on the first day of the first month following the date of this Note (or on the date of this Note, if the first day of a month).

This note (the "Note") is the Note described in, and issued in connection with, the Pledge and Security Agreement (the "Security Agreement"), dated as of the date hereof, of undersigned Borrower (if more than one, collectively and jointly and severally, "Borrower") in favor of Franchise Mortgage Acceptance Company LLC, a California limited liability company (together with its successors and assigns, "Secured Party"). The Note evidences Borrower's obligation to pay the Principal Amount of the loan which Borrower has received from Secured Party with interest as provided herein (the "Loan"). Capitalized terms used in the Note and defined above or elsewhere herein shall have the meanings so described. All terms not otherwise defined in the Note have the meanings ascribed to such terms in the Security Agreement. The Note is entitled to the benefits of and is secured by the pledge, liens, rights and security interests granted under the Security Agreement and the other Loan Documents, as the same may be amended, supplemented or renewed, from time to time. The Loan evidenced by the Note is one of the loans (the "Program Loans") being made in the Franchise Mortgage Acceptance Company LLC 1995 Loan Program (as defined in the Security Agreement) (the "Program") by Secured Party to certain borrowers who are franchisees in any one or more of the Systems. The Loan may be sold, pledged, collateralized, assigned, transferred, delivered or otherwise disposed of from time to time by Secured Party.

The term "Secured Party" of the Loan initially means Franchise Mortgage Acceptance Company LLC, a California limited liability company and following any sale, transfer or assignment of the Loan all references to "Secured Party" shall mean and refer to the Person in whom the Loan Documents are sold, transferred or assigned.

1. Principal Amount: By executing the Note and for value received, Borrower promises to pay to the order of Secured Party the Principal Amount plus interest (as set forth below under paragraph 3), on such amount as remains unpaid from time to time, either (x) in full at such time as the Note is prepaid (see paragraph 5 below), accelerated (see paragraph 6 below) or matures (see paragraph 2 below), or (y) in monthly installments from the date of the first Payment Date (as defined in paragraph 4A(ii) below) through the Maturity Date (hereinafter defined).

2. Maturity Date: All principal, interest, and other amounts outstanding under this Note, if not sooner paid, shall be due and payable in full on the Maturity Date.

3. Interest: Interest will be charged at the Stated Rate on the unpaid Principal Amount outstanding, from time to time. Borrower agrees to pay interest, at the Stated Rate, computed based upon a 360-day year of twelve 30-day months but paid for the number of days actually elapsed with respect to any partial month. Upon the occurrence of an Event of Default, after maturity or after judgment has been rendered on this Note, the unpaid Principal Amount shall, at the option of the Secured Party, bear interest at a rate (the "Default Rate" which is two (2) percentage points greater than the Stated Rate. In no event shall Borrower's interest payable, compounded, charged or received under or in connection with this Note exceed the maximum rate or amount of interest permitted by applicable law (see paragraph 6 below).

4. Form, Place and Timing of Payments: Borrower agrees to make all payments on this Note to the order of Secured Party in lawful money of the United States of America and in immediately available funds, at such place or places and by such method or methods (check, wire transfer or bank account debit) as Secured Party may designate from time to time.

A. Amount of Payments:

(i) On the date of funding, Borrower's first payment (the "First Payment") is due. The First Payment equals the sum of (x) interest payable from the date of the funding of the Note through and including the last day of the month in which funding occurs (unless funding has occurred on the first day of the month, in which case said interest is payable as a component of "(y)" below) and (y) the Stated Payment Amount payable for the month following the month during which funding occurs (or, if funding occurs on the first day of a month, the Stated Payment Amount payable for the month during which funding occurs).

(ii) Commencing on the first day of the third month following the month in which funding occurs (or on the first day of the second month following funding if funding occurs on the first day of a month) and on the first day of each month (each a "Payment Date") thereafter, Borrower agrees to pay the Stated Payment Amount until the earliest of the acceleration, prepayment or Maturity Date of this Note. The Stated Payment Amount consists of (x) amortization of the Principal Amount based upon the Amortization Term, and (y) interest on the outstanding principal amount. Each payment of the Stated Payment Amount under this Note will be applied as provided in Paragraph 4D.

(iii)(a) If the Amortization Term is equal to the period commencing on the first day of the month following the month in which funding occurs (or on the date of funding, if funding occurs on the first day of a month) and ending on the Maturity Date of the Note, the entire Principal Amount of the Note is scheduled to be fully

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amortized on the Maturity Date. (b) If the Amortization Term is longer than the period commencing on the first day of the month following the month in which funding occurs (or on the date of funding, if funding occurs on the first day of a month) and ending on the Maturity Date of the Note, the entire Principal Amount of the Note is not scheduled to be fully amortized on the Maturity Date. In the event paragraph 4A(II)(b) is applicable, Borrower's Stated Payment Amount due for payment on the Maturity Date shall include and Borrower agrees to pay an amount (a "Balloon Payment") equal to the unpaid and outstanding Principal Amount of the Note together with any and all interest accrued and unpaid on such date.

B. Timing of Payments: Whenever a payment to be made under the Note becomes due and payable on a Saturday, Sunday, legal holiday or on a date on which banking institutions located in the State of Connecticut are authorized or required to close, such payment shall be made on the next succeeding business day, provided, however, the interest shall continue to accrue until paid.

C. Late Payment Charge: If Secured Party has not received the full amount of any payment due on any Payment Date, Borrower agrees to pay to Secured Party, promptly on demand, as liquidated damages, a late payment charge of \$500 for each of Borrower's (and each of its Affiliates) Businesses and each and every other restaurant business which Borrower (and each Affiliate) operates and which is subject to a security agreement with Secured Party.

D. Application: Timely payments made under the Note and all prepayments shall, at the option of the Secured Party, be applied in the following order: (i) all costs and expenses incurred by the Secured Party arising out of this Note and the other Loan Documents, (ii) to accrued and unpaid interest, (iii) to the Prepayment Fee (hereinafter defined) to the extent then due and unpaid, and (iv) to the unpaid and outstanding Principal Amount.

5. Prepayments:

A. Note Prepayable in Full: Borrower may prepay the Note in full but not in part on any Payment Date. Borrower understands that any prepayment shall require payment of a Prepayment Fee calculated in accordance with paragraph 5C below and, if Borrower elects to prepay, Borrower agrees to pay such Prepayment Fee, if due. In the event that Borrower elects to prepay the Note, Borrower will notify Secured Party in writing of Borrower's election to prepay the Note in full and agrees to specify in such notice the proposed date for prepayment (the "Prepayment Date") which date shall not be less than thirty (30) days nor more than sixty (60) days from the date of said notice. Secured Party will notify Borrower within twenty (20) days of its receipt of such notice from Borrower of the estimated total amount of accrued and unpaid interest, principal and Prepayment Fee payable on the proposed Prepayment Date, subject to adjustment in the event of changes in the Treasury Rate (as defined in A. and C. below).

B. Amount Due on Prepayment: The amount ("Prepayment Fee") due on any Prepayment Date is equal to the sum of (i) accrued and unpaid interest on this Note through the Prepayment Date, (ii) the Yield Maintenance Amount (as defined in C. below), and (iii) the outstanding Principal Amount on such Prepayment Date.

C. Yield Maintenance Amount and Proportionate Obligation:

For purposes of this paragraph 5, the following terms have the following meanings:

(i) "Yield Maintenance Amount" means, at any Determination Date (as defined below) with respect to this Note, an amount equal to the sum of:

(a) the greater of

(x) the sum of all amounts determined in the following manner, discounted to the Determination Date in accordance with accepted financial practice and at a discount factor equal to the Treasury Rate: for each remaining scheduled Payment Date an amount equal to the product of (i) the Remaining Principal Payments (as defined below) on such Payment Date and (ii) one-twelfth of the Negative Rate Movement (as defined below), and

(y) an amount equal to the product of (i) the Remaining Principal Payments of the Program Loan on the Determination Date and (ii) the Applicable Percentage.

plus (b) the sum of the amounts obtained by discounting to the Determination Date, in accordance with accepted financial practice and at a discount factor equal to a rate of ten percent (10%) per annum, for each future scheduled Payment Date an amount equal to the product of (x) the Remaining Principal Payments on such Payment Date and (y) 0.133333% (13.3333 basis points).

"Applicable Percentage" shall mean that percentage, set forth below, which corresponds to the number of years which have elapsed from the date of this Note evidencing such Program Loan (if the first day of a month), or the first day of the following month (if this Note is dated other than on the first day of a month) to the Determination Date:

Number of Years Elapsed	Applicable Percentage
0.00 - 3.00	4.0%
3.01 - 4.00	3.0%
4.01 - 5.00	2.0%
5.01 or greater	1.0%

(ii) "Determination Date" shall mean the date of determination, which in the case of prepayment shall mean the date of prepayment.

(iii) "Negative Rate Movement" shall mean with respect to any Program Loan and any Determination Date, an amount equal to the greater of (i) the difference of (x) the Treasury Rate on the Rate Lock Date minus (y) the Treasury Rate on such Determination Date and (ii) zero.

(iv) "Principal Payment" shall mean, with respect to any Payment Date and any Program Loan, any payment of principal due in respect of such Program Loan.

(v) "Rate Lock Date" shall mean the date (whether at closing, commitment or otherwise) on which Franchise Mortgage Acceptance Company LLC (as used herein, "FMAC") established the Stated Rate

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employed in this Note. The determination by FMAC of the Rate Lock Date shall be conclusive absent manifest error.

- (vi) "Remaining Average Life" shall mean, with respect to any Program Loan, the number of years (calculated to the nearest one-twelfth) obtained by dividing (i) the Remaining Principal Payments on the date of the Note evidencing such Program Loan into (ii) the sum of the products obtained by multiplying (a) each Principal Payment by (b) the number of years (calculated to the nearest one-twelfth) which will elapse between the first day of the month following the date of the Note evidencing such Program Loan (or the date of the Note, if such day is the first day of the month) and the scheduled due date of such Principal Payment.
- (vii) "Remaining Principal Payments" shall mean with respect to any Program Loan and any Determination Date, all Principal Payments with respect to such Program Loan that would be or become due on or after such date.
- (viii) "Treasury Rate" shall mean, as of any Determination Date, the yield to maturity implied by the monthly equivalent of either (i) the yield reported as of 10:00 A.M. (New York City time) on the business day next preceding the Determination Date on the display designated as "Page 678" on the Teletype Service (or such other display as may replace Page 678 on the Teletype Service) for actively traded U.S. Treasury Securities having a constant maturity equal to the Remaining Average Life of such Program Loan, or (ii) if such yields have not been reported as of such time or yields reported at such time shall not be ascertainable, the Treasury Constant Maturity Series yield reported for the latest day for which such yields have been so reported as of the business day next preceding the Determination Date in the Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. Treasury Securities having a constant maturity equal to the Remaining Average Life of such Program Loan.

D. Additional Prepayment Fee: In the event that a prepayment is permitted on a day other than a Payment Date, a prepayment is required as a result of an acceleration under paragraph 6 below or Borrower fails to prepay on a Prepayment Date after notification to the Secured Party and such prepayment or failure to prepay results in a loss (including lost profit), cost or expense to the Secured Party, the Secured Party shall notify the Borrower of the amount thereof and the Borrower shall immediately pay such amount to the Secured Party.

6. Acceleration: If an Event of Default occurs, other than an Event of Default described in Section 7.2 of the Security Agreement, the entire Note Amount may be accelerated by Secured Party and Secured Party may pursue its remedies against Borrower and the personal and real property that secures Borrower's obligation to pay the Note Amount evidenced by this Note, from time to time and in such order as Secured Party shall determine. In the event an Event of Default described in Section 7.2 of the Security Agreement occurs, the entire Note Amount shall become automatically accelerated without presentment or demand for payment, notice of nonpayment, protest, demand or notice of any kind, all of which is expressly waived by Borrower. If the Note Amount is accelerated, Borrower will be required to pay an amount equal to that required to be paid if the Loan were prepaid (see "5. Prepayments" above) on such acceleration date provided, that, interest shall accrue at the Default Rate and all unpaid late charges shall also be immediately due and payable. Borrower agrees that upon the occurrence of an Event of Default, Borrower will pay all reasonable costs of collection (including, without limitation, reasonable attorneys' fees and disbursements, whether or not a suit is commenced), which amounts shall be added to the Principal Amount of the Note and will bear interest at the Default Rate.

7. WAIVERS AND SPECIAL AGREEMENTS: BORROWER HEREBY MAKES AND ACKNOWLEDGES THAT IT MAKES ALL OF THE WAIVERS AND SPECIAL AGREEMENTS ("WAIVERS") SET FORTH IN THE NOTE KNOWINGLY, INTENTIONALLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF SUCH WAIVERS WITH ITS ATTORNEY.

A. Waivers: To the extent permitted by applicable law, Borrower and any and all obligors, sureties, guarantors and endorsers of the Note and all other parties now or hereafter liable hereon jointly and severally (i) acknowledge that the transaction of which the Note is a part, is part of a commercial transaction, (ii) waive any and all (from time to time) (a) rights to notice and hearing under any state or federal law with respect to any prejudgment remedy which the Secured Party may desire to use, from time to time, (b) grace, diligence, demand, presentment for payment, protest, notice of any kind (including, notice to sureties, disclosure of facts which reasonably increase risks, notice of protest, default, acceptance, liability, suit, demand, or action, dishonor, payment or nonpayment, protest, intention to accelerate or acceleration, extension or renewal), surety defenses of any kind (including defenses relating to impairment of recourse, release or modification of underlying obligation, extension of time, impairment of collateral or nondisclosure), rights of appraisal of any security or collateral for any obligation or guaranteed obligation and diligence in collecting and bringing suit against any party and any rights of division or discussion, and (c) right to notice and hearing under Chapter 903a of the Connecticut General Statutes, or as otherwise allowed by any other state or federal law with respect to any prejudgment remedy which the Secured Party may desire to use; and (iii) agree (a) to all extensions of any obligation or guaranteed obligations (including rescheduling and recalculation of amortization), in whole or in part, from time to time, or any partial payments, with or without notice, before or after maturity, (b) to any one or more substitutions, exchanges or releases of any or all security, now or hereafter given for any obligation, (c) to any and all releases, from time to time, of any and all parties primarily, secondarily or otherwise liable for any obligation or guaranteed obligation, (d) that it is not (and at no time will be) necessary for Secured Party, or any other holder, transferee, obligee or beneficiary of any note or obligation or guaranteed obligation (or any interest therein) (collectively, "Obligees"), in order to enforce such note or obligation, to first institute or exhaust such Person's remedies against any borrower or other Person or against any collateral or other security for such note or obligation, and (e) any delay in exercising, failure to exercise, or non-exercise (or partial exercise), from time to time, by Secured Party or any Obligee of any obligation or guaranteed obligation of any rights or remedies (or to insist upon strict performance) in any one or more instances shall not constitute a waiver thereof (or preclude full exercise or insistence upon strict performance thereof) in that or any other instance, and any single exercise of any such Person's right or remedies in any one or more instances shall not preclude full exercise in any other instance.

B. Special Agreements.

(i) It is understood and agreed that Secured Party may take any such action or actions as set forth in Paragraph 7A, from time to time, without the consent of or notice to Borrower and without incurring any responsibility to Borrower, and without impairing or releasing the obligations of Borrower. It is further understood that this Note, the Security Agreement and the other Loan Documents may be freely sold, transferred or otherwise assigned without the consent of or notice to the Borrower.

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(i) **WAIVERS OF SUBROGATION, INDEMNIFICATION AND OTHER CLAIMS.** BORROWER HEREBY IRREVOCABLY WAIVES AND AGREES NOT TO ASSERT ANY RIGHT OF SETOFF AND ANY CLAIM (AS DEFINED IN 11 U.S.C. SECTION 101), INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION OR INDEMNIFICATION THAT BORROWER MAY NOW OR HEREAFTER MAY HAVE AGAINST SECURED PARTY, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND ANY OTHER BORROWER, OR ANY SECURITY HELD BY OR AVAILABLE TO SECURED PARTY FROM ANY OTHER BORROWER OR THE PAYMENT THEREOF BECAUSE OF ANY PAYMENTS OR TRANSFERS MADE BY BORROWER, OR ANY PAYMENT OR TRANSFER WHICH BORROWER IS OBLIGATED TO MAKE, FOR ANY REASON. The provisions of this paragraph are for the benefit of Secured Party, its affiliates, stockholders, officers, directors, employees, agents and representatives and may be specifically and separately enforced by each such Person, and shall survive indefinitely.

(ii) **WAIVER OF TRIAL BY JURY AND APPRAISAL RIGHT.** BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND SECURED PARTY BY ITS ACCEPTANCE OF THE NOTE IRREVOCABLY AND UNCONDITIONALLY WAIVES, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THE NOTE. BORROWER HEREBY FURTHER WAIVES ANY AND ALL RIGHTS BORROWER MAY NOW OR HEREAFTER HAVE TO AN APPRAISAL OF ANY SECURITY OR COLLATERAL FOR BORROWER'S OBLIGATIONS HEREUNDER.

(iv) **WAIVER OF DEFENSES.** BORROWER HEREBY SPECIFICALLY AGREES THAT BORROWER SHALL NOT BE RELEASED FROM LIABILITY UNDER THIS NOTE BY ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY SECURED PARTY, OR ANY OF ITS RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS OR REPRESENTATIVES, INCLUDING WITHOUT LIMITATION, A NON-JUDICIAL SALE OF COLLATERAL UNDER ANY SECURITY AGREEMENT, MORTGAGE OR DEED OF TRUST THAT WOULD AFFORD BORROWER A DEFENSE BASED UPON THE LAWS (INCLUDING THE ANTI DEFICIENCY LAWS) OF ANY STATE.

8. **LIMITATION ON INTEREST.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE AMOUNT OR RATE OF INTEREST (INCLUDING TO THE EXTENT APPLICABLE ANY DEFAULT RATE INTEREST OR LATE PAYMENT CHARGE) PAYABLE, CONTRACTED FOR, CHARGED OR RECEIVED UNDER OR IN CONNECTION WITH THE NOTE, FROM TIME TO TIME OR FOR WHATEVER REASON, EXCEED THE MAXIMUM RATE OR AMOUNT, IF ANY, SPECIFIED BY APPLICABLE LAW FOR COMMERCIAL PURPOSE LOANS. If from any circumstances whatsoever fulfillment of any provision hereof or of such other Loan Documents or other documents or obligations at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Secured Party shall ever receive an amount deemed interest by applicable law which shall exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the Principal Amount owing hereunder or on account of any other principal indebtedness of the Borrower to the Secured Party and not to payment of interest or if such excessive interest exceeds the unpaid Principal Amount and such other indebtedness or if the Secured Party is prohibited by applicable law from applying such excessive interest to the reduction of the Principal Amount or on account of any other principal indebtedness of the Borrower to the Secured Party, the excess shall be refunded to Borrower. All sums paid or agreed to be paid by the Borrower for the use, forbearance or detention of the indebtedness of the Borrower to the Secured Party shall, to the extent permitted by applicable law, be amortized, pro-rated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the Borrower and the Secured Party and all obligations of Borrower to the Secured Party.

9. **Calculations of Amounts Due on Prepayment or Acceleration.** All determinations of applications of payments under paragraph 4D and all calculations of amounts due on prepayment or acceleration will be made by Secured Party (or its agent or representative) and Borrower agrees that all such calculations will be conclusive and binding absent manifest error.

10. **Time is of the Essence.** For all payments to be made and obligations to be performed under this Note, time is of the essence.

11. **Severability.** Whenever possible this Note and each provision hereof shall be interpreted in such manner as to be effective, valid and enforceable under applicable law. If any provision hereof shall be held invalid and unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof, and any determination that the application of any provision hereof to any person or under any circumstance is illegal and unenforceable shall not affect the legality, validity and enforceability of such provision as it may be applied to any other person or in any other circumstance.

12. **Miscellaneous.** This Note and the other Loan Documents are freely assignable in whole or in part, from time to time, by Secured Party without the consent of the Borrower and without notice to the Borrower and Secured Party may grant participation interests herein. Without limiting the foregoing, Borrower understands and agrees that Secured Party may sell, pledge, grant a security interest in, collateralize, assign, transfer, deliver or otherwise dispose of this Note and Borrower's other Loan Documents (or any interest therein, or its rights and powers thereunder), from time to time, and may do so in connection with the Securitization or otherwise. Borrower may only assign this Note and the rights and obligations under this Note in full but not in part, (i) with the prior written consent of Secured Party, be determined in Secured Party's sole discretion, (ii) only to Persons qualified to be borrowers in the Program, and (iii) then only in accordance with the Security Agreement and upon payment to Secured Party of the amounts required thereunder and a fee in an amount equal to 1% of the outstanding Principal Amount on the date of any such assignment plus all expenses (including attorney's fees and disbursements) incurred by Secured Party in connection therewith. All rights and remedies provided in this Note, the Security Agreement, any Loan Document or any law shall be available to Secured Party and shall be cumulative. This Note shall be binding upon Borrower, its successors and permitted assigns and to the extent permitted by applicable law shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to choice of law principles; provided, however, that the laws of the State (as defined in the Security Agreement) shall govern any foreclosure remedies of Secured Party. THIS NOTE CONTAINS WAIVERS OF VARIOUS RIGHTS AND DEFENSES, INCLUDING (WITHOUT LIMITATION) WAIVERS OF RIGHTS OF JURY TRIAL AND APPRAISAL AS SET FORTH IN PARAGRAPH 7 HEREOF.

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13. Liability. The liability under this Note of all Persons, if more than one, constituting Borrower shall be joint and several.

ATTESTED WITNESS:

Richard A. Lucio
Name: Richard A. Lucio
Title: President

QSR, INC.

By: Robert P. Long
Name: Robert P. Long
Title: CEO

ADDRESS: 7115 Virginia Road
Crystal Lake, IL 60014

ATTESTED WITNESS:

Richard A. Lucio
Name: Richard A. Lucio
Title: Member

QSRE, L.L.C.

By: Robert P. Long
Name: Robert P. Long
Title: Member

ADDRESS: 7115 Virginia Road
Crystal Lake, IL 60014

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