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2. Assignor hereby bargains, sells, grants, assigns, conveys, sets over and delivers unto Assignee and its successors and assigns all of Assignor's right, title and interest in, to and under the Ground Lease and in and to the Demised Premises, together with all buildings, structures and other improvements thereon and thereto and all of Assignor's right, title and interest, if any, in (a) all rights, benefits, ways, waters, privileges, easements and appurtenances belonging, relating or in any way appurtenant to the Demised Premises, (b) all strips and gores of land lying between the Demised Premises and any adjoining property or any street, road, highway or passageway, open or proposed, and (c) any land lying in the bed of any and all public or private streets, roads, highways or passageways, open or proposed, in front of or abutting the Demised Premises,

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns from the date hereof for and during the remainder of the term of the Ground Lease, as said term may be extended or renewed.

3. Notwithstanding this Assignment, Assignor shall continue to pay all rents and other charges and perform all other obligations under the Ground Lease until the date a Burger King restaurant opens for business upon the Demised Premises ("Commencement Date"). Assignee hereby accepts the assignment of the Ground Lease from Assignor and assumes all of the obligations and agrees to perform all the terms and conditions under the Ground Lease arising on or after the Commencement Date until the termination of the Ground Lease.

4. Assignor hereby represents that it has fully complied with the terms and conditions contained in the Ground Lease, that the Ground Lease is in full force and effect, that the execution and delivery of this Amended Assignment have been duly authorized on its behalf, and that it has not by act or sufferance encumbered the Ground Lease or the Demised Premises (or the buildings, structures or other improvements thereon or thereto) in any manner whatsoever except for matters, if any, set forth on Exhibit B hereto.

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