

Section 5. No Assignment. Neither this Agreement, nor the rights or options set forth herein, may be sold, assigned, conveyed, transferred, pledged, mortgaged, encumbered or alienated in any manner, whether voluntarily or by operation of law, without the prior written consent of the Optionor or its successors in interest to the Property. This Agreement, and the rights and options set forth herein, shall not be affected by the merger or consolidation of BKC with another corporation or by the sale or transfer by any parent of BKC of any or all of BKC's outstanding securities. This Agreement, and the rights and options set forth herein, shall run with the title to the Property and shall be binding upon the Optionor and its successors in interest to the Property.

Section 6. Notices. Any notice or other communication given by either party hereto to the other relating to this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, addressed to such other party at the respective address set forth below (or such other address as may be specified by such other party from time to time in accordance with the notice provisions herein), and each notice or other communication shall be deemed given when so mailed.

If to BKC, to:

Burger King Corporation
7360 North Kendall Drive
Miami, Florida 33156

Attention: General Counsel

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