

by the American Arbitration Association located in the community wherein the Property is located). Each appraiser selected hereunder shall be reasonably familiar with the local community wherein the Property is located and shall be a member in good standing of the American Institute of Real Estate Appraisers or any successor organization. Each appraiser shall promptly prepare and submit to Optionor and BKC his appraisal of the Property.

e. Delivery by BKC of the Notice shall be deemed to commit BKC irrevocably to purchase, and Optionor irrevocably to sell, the Property in accordance with this Agreement.

Section 2. Terms of Conveyance and Settlement.

a. Closing. The Purchase Date shall occur at the time set forth in the Notice.

b. Title to be Conveyed. If (i) the Property is a Fee Property, or (ii) the Property is a Ground Leasehold Property but Optionor, as of the Purchase Date, has acquired the fee title to the Land, Optionor shall convey the fee title to the Property to BKC by a deed with covenant against Optionor's affirmative acts (other than acts consented to, or requested by, BKC) and subject to the matters described in Section 2c. hereof. If the Property is a Ground Leasehold Property, Optionor shall convey, assign and transfer to BKC all of its right, title and interest in the Sublease by an assignment, and shall convey title to the Improvements on the Land by a deed in the form described in the preceding sentence and subject to the matters described in Section 2c. hereof.

c. Encumbrances. The Property will be conveyed subject to (i) the Lease (which will be assigned to BKC), (ii) such encumbrances as existed at the date of commencement of business of the Burger King restaurant on the Property (iii) easements, covenants, agreements and other encumbrances (except liens securing indebtedness of Optionor, its successors and assigns), arising or created in connection with the construction, use or operation of the Improvements on the Land, but which do not adversely affect the value of the Property or the operation of the restaurant thereon, (iv) any zoning laws and ordinances, (v) exceptions resulting from any condemnation, pending condemnation or conveyance in lieu of condemnation, (vi) current taxes, utilities and other similar charges which are to be prorated at the closing, (vii) any state of facts a current survey would show, and (viii) exceptions created by, at the request of, or with the approval of BKC.

d. Title Insurance Binder. Prior to the Purchase Date, BKC may obtain, at its own expense, an updated title insurance binder evidencing the current status of the title to the Property, and Optionor will remove and/or cause to be released,

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