

in order to evaluate the offer. BKC shall then have the prior right to purchase the Property at the price and upon the terms of such offer. BKC shall have fourteen (14) working days (excluding weekends and legal holidays) after receipt of Optionor's notice of offer and the furnishing of all reasonably requested information within which to notify Optionor of its intent to accept or reject the offer. Silence on the part of BKC shall constitute rejection. If the proposed sale includes assets of Optionor not related to the Property, BKC may purchase either the Property or the Property together with the other assets, and an equitable purchase price shall be allocated to each asset included in the proposed sale.

(b) The election by BKC not to exercise its right of first refusal as to any offer which is not consummated shall not affect its right of first refusal as to any subsequent offer. Any sale or attempted sale effected without first giving BKC the right of first refusal described above shall be void and of no force and effect. If BKC does not accept the offer to purchase the Property, Optionor may conclude the sale to the purchaser upon the terms of such offer, and upon any such sale, this Agreement shall terminate and the option rights and rights of first refusal hereunder shall be of no further effect.

Section 4. Warranty. Optionor represents and warrants that at the time of execution of this Agreement it has the lawful right and authority to grant to BKC the Option and the Right of First Refusal described herein.

Section 5. No Assignment. Neither this Agreement, nor the rights or options set forth herein, may be sold, assigned, transferred, pledged or encumbered in any manner, whether voluntarily or by operation of law, without the prior written consent of 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, shall run with the title to the Property and shall be binding upon Optionor and its successors in interest to the Property and shall inure to the benefit of BKC and its successors.

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.