

as security for indebtedness in any form as may be permitted under the terms and provisions provided in the Ground Lease, provided that any such mortgage shall be subject to and subordinate to the Lease and the Option Agreement (as such documents are identified in the Property Management Agreement ("PMA") dated the date hereof between the Assignor herein and the Owner-Lessor relating to the Demised Premises), and to the PMA, including the right to assign and any subsequent assignment of the Lease as permitted by the PMA, Burger King Corporation's right of possession of the Demised Premises as permitted by the PMA and any new lease entered into as permitted by the PMA.

ASSIGNMENT OR TRANSFER:

There shall be no valid assignment or transfer of the Ground Lease by the Assignee unless the Assignee shall have first complied with the terms and conditions contained in this Assignment and in the Ground Lease relating to the lessee's rights thereunder to assign or transfer and, additionally, any assignment or transfer of the Ground Lease by the Assignee shall be pursuant to the terms of the Development Agreement for the Demised Premises entered into by Assignor and Assignee and the execution by the Owner-Lessor and Assignor of the PMA and the execution and delivery to Assignor of an assignment of the Ground Lease to the Owner-Lessor in recordable form wherein the Owner-Lessor agrees to assume the obligations and agrees to be bound by all the terms and conditions in this Assignment and in the Ground Lease after the Commencement Date.

IN WITNESS WHEREOF, the parties have signed and sealed this Assignment as of the day and year first above written.

WITNESSES:

Ruth L. St. Onge

Polly A. Naehl

BURGER KING CORPORATION

By: [Signature]  
Vice President

By: [Signature]  
Assistant Secretary

(SEAL)

WITNESSES:

John B. Blay

[Signature]

G & T TRADING COMPANY

By: [Signature]  
President

By: [Signature]  
Secretary

(SEAL)

This document prepared by:

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