

WHEREAS pursuant to a lease agreement (the "Lease") covering the Property, to be executed by and between a franchisee of BKC ("Franchisee") and Optionor, Franchisee shall lease the Property from Optionor for the purpose of operating a Burger King restaurant thereon.

NOW, THEREFORE, in consideration of the receipt of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor and BKC hereby agree as follows:

Section 1. The Option. In accordance with the terms hereof and subject to the conditions hereinafter recited, Optionor hereby grants to BKC, its successors and assigns, the exclusive right and option ("Option") to purchase (i) if the Property is a Fee Property, the fee simple title to the Property, or (ii) if the Property is a Ground Leasehold Property, all of Optionor's right, title and interest in the Sublease, together, in either event, with the title to the Improvements located on the Land. BKC has no obligation to exercise the Option to purchase the Property.

a. BKC may exercise the Option to purchase the Property at any time during the eighth (8th), ninth (9th), and tenth (10th) years after June 1, 1982 (the "Option Period").

b. Written notice of its intention to exercise the Option ("Notice") must be given by BKC to Optionor within the Option Period, not more than one hundred eighty (180) days and not fewer than sixty (60) days prior to the date established by BKC in the Notice for closing the purchase of the Property ("Purchase Date"). The Purchase Date must occur during the Option Period, unless otherwise agreed in writing by Optionor and BKC.

c. BKC may purchase the Property pursuant to its timely exercise of the Option whether or not it has exercised or intends to exercise, its rights to purchase any of the Other Properties, in accordance with any of the Other Option Agreements.

d. Upon exercise of the Option, BKC shall purchase the Property on the Purchase Date for cash (unless otherwise agreed by Optionor and BKC) at a price equal to its fair market value (encumbered by the Lease, if the Lease is then in full force and effect, but not encumbered by this Agreement), determined as of a date not later than thirty (30) days subsequent to receipt by Optionor of the Notice. Fair market value of the Property shall be determined by calculating the average of three appraisals obtained as follows: within ten (10) days after the date of the Notice, Optionor and BKC each shall choose one appraiser and such two appraisers shall promptly jointly choose a third appraiser (or, if they cannot agree, the third appraiser shall be appointed