ADDENDUM TO BURGER
KING RESTAURANT
FRANCHISE AGREEMENT

This ADDENDUM TO BURGER KING RESTAURANT FRANCHISE AGREEMENT (the "Addendum") is made and entered into on ____________, 20____, by and between Burger King Corporation, a Florida corporation ("Franchisor"), and ________________________________, a ____________________________________ ("Franchisee").

RECITALS: Franchisor and Franchisee entered into a Franchise Agreement on _____________, 20___ (the "Franchise Agreement"). Franchisee agreed among other things to operate and maintain a franchise located at _____________________________________ designated by Franchisor as Unit #_____. Franchisee has obtained from a lender a loan (the "Loan") in which funding is provided with the assistance of the United States Small Business Administration (the "SBA"). The SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured as of the date hereof.

2. Section 16.A of the Franchise Agreement provides that Franchisor (or any third party assignee of Franchisor) may elect pursuant to its right of first refusal to exercise said option when Franchisee decides to sell partial interest(s) in the business. This section is hereby amended to reflect that Franchisor (or any third party assignee of Franchisor) will not exercise the option for any partial sale of Franchisee's business. Franchisor (or any third party assignee of Franchisor) may not become a partial owner of any SBA-financed franchises.

3. If Franchisor must operate the business under Section 15.C of the Franchise Agreement, Franchisor will operate the business for up to a ninety (90) day renewable term, renewable as necessary for up to one (1) year and Franchisor will periodically discuss the status with Franchisee or its heirs.

4. Under Section 15.A of the Franchise Agreement, Franchisor will not unreasonably withhold, delay or condition its consent to any proposed transfer or assignment by Franchisee that requires Franchisor's consent.

5. Under Section 15.B of the Franchise Agreement, Franchisee's SBA lender will be granted a security interest in the business assets of Franchisee as may be required by Franchisee's loan authorization.

6. Under Section 15.G of the franchise agreement the franchisee, upon transfer, will not be bound by the terms of the new franchise agreement and guarantee performance of the transferee.

7. This Addendum automatically terminates on the earliest to occur of the following: (i) a termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) the SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum to Burger King Restaurant Franchise Agreement as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
BURGER KING CORPORATION	______________________________
By: ______________________________	By: ___________________________
Print Name: ________________________	Print Name: ____________________
Title: _____________________________	Title: ________________________