

FUNDRAISING PROMOTION PARTICIPATION AGREEMENT

THIS FUNDRAISING PROMOTION PARTICIPATION AGREEMENT (this "Agreement") is made and entered into on this ___ day of _____, 2010 (the "Effective Date") by and among Have It Your Way Foundation, Inc., a Florida not for profit Corporation, with its principal place of business located at 5505 Blue Lagoon Drive, Miami, Florida 33126 (hereinafter referred to as the "Foundation"); Burger King Corporation, a Florida corporation, with offices located at 5505 Blue Lagoon Drive, Miami, Florida 33126 (hereinafter referred to as "BKC"); and _____, with offices located at _____ (hereinafter referred to as "Franchisee").

WHEREAS, BKC entered into a Promotion Agreement (the "Promotion Agreement") dated June 28, 2010 with the Foundation wherein BKC agreed to conduct fundraising activities in company-owned and participating franchised BURGER KING® restaurants (the "Participating Restaurants") for the benefit of the Foundation (collectively the "Promotion");

WHEREAS, in the Promotion Agreement, the Foundation consented to BKC and Franchisee conducting in BKC company-owned and participating franchised BURGER KING® restaurants fundraising activities for the Foundation's benefit;

WHEREAS, pursuant to the Promotion Agreement, the Foundation consents to Franchisee conducting the Promotion in its franchised BURGER KING® restaurants (the Franchised Restaurants) pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Franchisee Responsibilities.** Franchisee agrees to conduct the Promotion from October 1, 2010 through October 31, 2010 (the "Promotion Period"), the elements of which are outlined on Attachment I in Franchisee's BURGER KING® restaurants referenced on Attachment I. Franchisee agrees to conduct the Promotion as specifically directed by BKC and/or the Foundation. Franchisee agrees that it will cooperate with BKC and/or the Foundation to deal appropriately with any consumer complaints which may arise from the Promotion and, when necessary or appropriate or when requested by BKC and/or the Foundation, that it will undertake such factual investigation of consumer complaints arising out of the Promotion. Franchisee shall not print, publish or broadcast any materials regarding the Promotion without the prior written approval of BKC and the Foundation. Notwithstanding approval by BKC or the Foundation of any materials to be used in the Promotion created by Franchisee, Franchisee shall be responsible at all times for insuring that said materials comply with all applicable laws. Franchisee agrees to, at all times, defend, indemnify and hold BKC and the Foundation harmless from and against any and all claims, demands and causes of action, liability, judgments, damages, costs and expenses (including reasonable attorneys' fees) arising out of or based on Franchisee's failure to perform any of the agreements, terms, covenants, conditions or warranties of this Agreement to be performed by the Franchisee. Franchisee acknowledges that the provisions of this Agreement do not alter or amend any franchise agreements or any other agreements to which BKC is a party.

2. **Term & Termination.** The term of the Agreement shall commence as of the Effective Date and shall continue until the supply of coupons is exhausted on or before the last day of the coupon redemption period as set forth on Attachment I, unless sooner terminated in accordance with the provisions hereof. Franchisee's indemnity obligations referenced above and any other provisions that would, by their nature, survive the expiration or termination of this Agreement, shall survive the expiration or the sooner termination of this agreement and shall continue in full force and effect. BKC and/or the Foundation may terminate this Agreement immediately if Franchisee fails to comply with or perform any provision or condition of the Agreement. In the event of termination, Franchisee shall immediately turn over to the Foundation, any and all funds raised on the Foundation's behalf up until the date of termination.

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3. **Miscellaneous.** The provisions contained herein constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter hereof by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding between the parties. The parties hereto are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create a partnership, joint venture, employment or agency relationship between the parties hereto. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein. No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective. Any failure on the part of BKC and/or the Foundation to insist upon the performance of this Agreement or any part thereof, shall not constitute a waiver of any right under this Agreement. Franchisee shall not assign its rights or delegate its obligations under this Agreement without BKC's and the Foundation's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflict of laws provisions. Venue for any lawsuit and/or proceeding arising out of and/or relating to this Agreement shall be solely and exclusively in Miami-Dade County, Florida, and Franchisee hereby waives any and all defenses applicable to venue, including, without limitation, improper venue or *forum non conveniens*. And, the Franchisee agrees to be subject to the personal jurisdiction of the State of Florida, and to accept service of process by U.S. certified or registered mail, return receipt requested, of any summons and complaint arising out of this Agreement (thereby waiving any and all objections to and defenses regarding lack of personal jurisdiction, insufficiency of service of process and insufficiency of process). Finally, this Agreement may be executed in two or more counterparts (a faxed signature page is as good as an original), each of which shall be deemed an original but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

FRANCHISEE:

ADDRESS: _____


NAME: _____

By: _____

Title: _____

Date: _____

HAVE IT YOUR WAY FOUNDATION, INC.
ADDRESS: 5505 Blue Lagoon Drive
Miami, FL 33126 305-378-7355

By:  _____

Title: Executive Director

Date: 7/1/2010

BURGER KING CORPORATION
ADDRESS: 5505 Blue Lagoon Drive
Miami, FL 33126 305-378-3000

By:  _____

Title: ROBERT LEVITE, VP

Date: 7.1.10

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ATTACHMENT I

Elements of the Promotion:

1. **Territory:** United States, Canada and Puerto Rico
2. **Promotion Dates:** October 1, 2010 through October 31, 2010
3. **Fundraising Activity:** Sale of "Free Value Fry" coupon booklets for \$1.00 per coupon booklet (8 coupons per booklet, 7 of which of which may be redeemed for one free serving of the BK® Value Menu-sized fries and 1 which may be redeemed for one small Coca-Cola branded drink product). 100% of all proceeds from restaurant coupons will to be given to the Foundation. The initial minimum order of coupon booklets shall be 200. BKC/Franchisee will not be compensated for its charitable services.

July 28, 2010: Information packet including Promotion Overview/Description, Participation Agreement, order form, and Q & A will be sent to all franchisees via Daily Planner and via BKC communications.

August 16, 2010: Deadline for ordering coupon booklets by sending order form, signed participation agreement and payment to the Have It Your Way Foundation via fax at (305) 378-7868 or mail to Have It Your Way Foundation, 5505 Blue Lagoon Drive, Miami, FL 33126. Franchisee must provide payment information for coupon booklets.

September 30, 2010: Deadline for interior only POP materials and initial coupon orders to be received in restaurants.

October 1, 2010 – October 31, 2010: Coupon sales to consumers.

October 1, 2010 – December 31, 2010: Coupon redemption period.

October 31, 2010: Promotion Ends

This Promotion is subject to the charitable solicitation laws and/or regulations of the state in which the Promotion is being conducted.

For New York only: Notwithstanding anything in the Promotion Agreement to the contrary, the Foundation has the right to cancel this Agreement without cost, penalty or liability for a period of 15 days from the date on which the parties entered into this Agreement. If the Foundation exercises the right to cancel this Agreement, it shall send a copy of the notice of cancellation to BKC/Franchisee at BKC/Franchisee's address, as well as to the Attorney General's Office, Charities Bureau, The Capitol, Albany, NY 12224.

4. **Responsibilities of Franchisee:** (a) Complete, sign and return the Agreement to the Foundation by U.S. mail no later than August 16, 2010, at the address of the Foundation set forth in the Agreement; (b) conduct the Promotion in accordance with the terms and conditions of the Agreement and the express instructions of BKC and/or the Foundation, and applicable federal, state and local laws, rules and regulations, including using only those promotional and advertising materials provided and/or approved by BKC and the Foundation; (c) retain any records regarding the Promotion for five (5) years after the Promotion Period ends and/or the termination of the Agreement; and (d) permit BKC and/or the Foundation full and complete access to any records upon reasonable notice.
5. **Responsibilities of the Foundation:** (a) Coordination of all aspects of program design and implementation; (b) provision of participation agreements to be signed by franchisees; (c) process coupon orders; (d) receive signed participation agreements from franchisees and forward orders from

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fulfill all orders in an accurate and timely manner; (f) acknowledgment of proceeds to each franchisee participant; (g) provision of appropriate local scholarships through the Agreement with contracted scholarship management organization and otherwise use and allocate funds for the express purpose of the Promotion; (h) meet all states' legal requirements for the provision of information materials and provide same to franchisees/BKC; and (i) prepare and register the promotion in all states where registration is required.

6. **Responsibilities of Burger King Corporation:** (a) Assistance/approval of program and design and implementation; (b) mailing of promotional details to all franchisees and BKC field personnel; (c) order all coupon books and promotional materials for BKC company-owned restaurants; (d) payment for coupon books ordered for BKC company-owned restaurants; and (e) donate proceeds from sale of coupon booklets in company-owned BURGER KING® restaurants to the Foundation.

7. **Franchisee Restaurants participating in the Promotion (to be completed by Franchisee):**

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