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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: LDT, DEPUTY - WI 4 P.

Recording Requested by and
When Recorded Return to:

Mark A. Reynolds
Attorney at Law
Wendy's International, Inc.
4288 W. Dublin-Granville Road
Dublin, OH 43017

MEMORANDUM OF SUBLEASE

This Memorandum of Sublease is entered into as of the 25th day of August, 2003, between **DEE'S INC.**, a Utah corporation (hereinafter "Landlord") and **WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC.**, an Ohio corporation (hereinafter "Tenant").

1. Premises. For sufficient consideration received, and the terms and conditions more particularly set forth in that certain Sublease Agreement between Landlord and Tenant dated July 22, 2003 (the "Lease"), Landlord leases to Tenant and Tenant leases from Landlord, that certain real property located in Salt Lake County, State of Utah and more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Premises").

2. Term. Unless the Lease has been terminated, the "Preliminary Term" of the Lease shall commence on July 22, 2003 and shall expire on the tenth anniversary of the last day of the first full month after the "Original Term Commencement Date" as defined in the Lease.

3. Option to Extend. Tenant, at its option, may extend the Term of the Lease for six (6) consecutive periods of five (5) years each.

4. Inquiries. Inquiries concerning the precise terms of the Lease may be made to:

Landlord:

Dee's Inc.
777 East 2100 South
Salt Lake City, Utah 84106
Facsimile (801) 487-4207

Tenant:

Wendy's Old Fashioned Hamburgers
of New York, Inc.
ATTENTION: Real Estate Department
4288 West Dublin-Granville Road
P. O. Box 256
Dublin, Ohio 43017
Facsimile number: (614) 764-6737

with a copy addressed and sent to:

Wendy's International, Inc.
ATTENTION: Legal Department
4288 West Dublin-Granville Road
P. O. Box 256
Dublin, Ohio 43017
Facsimile number: (614) 764-3243

5. Successors. The rights and obligations created in the Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of Landlord and Tenant and the respective covenants and obligations pertaining to the Premises shall run with the land.

6. Incorporation and Conflicts. All of the terms and conditions of the Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Lease, the Lease shall prevail.

IN WITNESS WHEREOF, this Memorandum of Lease is executed as of the date first above written.

LANDLORD

DEE'S INC., a Utah Corporation

By 

Its Pres

TENANT

WENDY'S OLD FASHIONED
HAMBURGERS OF NEW YORK, INC.,
an Ohio Corporation

By 

Its **RONALD E. WALLACE**
Vice President

By 

Its **RAYMOND W. BAKER**
Vice President



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 19TH day of AUGUST, 2003, by JEP MICHAEL OLSEN, the PRESIDENT of DEE'S, INC., a Utah Corporation.

Lydia Platt

NOTARY PUBLIC

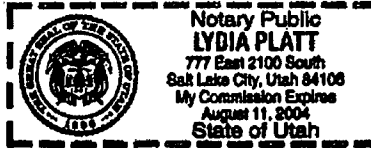
Residing At:

My Commission Expires:

8/11/04

777 E. 2100 S. SLC, UT

84106



STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 15th day of August, 2003, before me personally appeared RONALD E. WALLACE and RAYMOND W. BAKER, the Vice President and Vice President respectively, of WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC., an Ohio corporation, who are known to me as the persons and officers described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



CAROLYN A. LOEFFLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCTOBER 16, 2006

Carolyn A. Loeffler
Notary Public

EXHIBIT "A"
(Legal Description for Leased Premises)

That certain real property located in Salt Lake County, State of Utah and more particularly described as follows:

PARCEL NO. 1:

Beginning at a point located North 89°56'00" East long the Section line 142.32 feet and North 0°21'28" East 81.77 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0°21'28" East 204.09 feet; thence North 89°56'00" East 138.05 feet; thence South 0°21'28" West 204.09 feet; thence South 89°56'00" West 138.05 feet to the point of beginning.

PARCEL NO. 2:

An Access Easement, as more particularly described in Section 13.1 of the Lease over and across the following two Parcels:

Parcel A:

Beginning at a point on the Easterly right of way line of 2000 East Street, said point being located North 0°21'28" East 290.25 feet and North 89°56'00" East 122.44 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0°21'28" East along said right of way line 30.42 feet; thence North 89°56'00" East 70.91 feet; thence South 0°21'28" West 34.80 feet to a point on the North line of Parcel 1; thence South 89°56'00" West along said North line 31.52 feet; thence North 0°21'28" East 4.38 feet; thence South 89°56'00" West 39.39 feet to the point of beginning.

Parcel B:

Beginning at a point North 89°56'00" East 280.37 feet and North 0°21'28" East 81.77 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°21'28" East 25.75 feet; thence North 89°56'00" East 118.03 feet; thence South 0°21'28" West 54.52 feet to the North right of way line; thence South 89°56'00" West along said right of way line 40.60 feet; thence North 0°21'28" East 28.77 feet; thence South 89°56'00" West 77.43 feet to the point of beginning.