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Date 24-JUN-1999 11:33am 125
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MERLENE MOSHER, Recorder
Filed By VAR
For BLACK OIL CO
GRAND COUNTY CORPORATION

MODIFICATION OF LEASE; MEMORANDUM OF LEASE;
AND ASSIGNMENT OF RIGHTS IN LEASE

THIS MODIFICATION OF LEASE; MEMORANDUM OF LEASE; AND
ASSIGNMENT OF RIGHTS IN LEASE is entered into this 22nd day of

June, 1999, by and between RICHARD W. HOLLAND
("HOLLAND"), whose address is 1515 North Academy Boulevard, Suite
400, Colorado Springs, Colorado 80909, and FLEET BUSINESS CREDIT
CORPORATION, formerly known as Sanwa Business Credit Corporation,
a Delaware corporation, ("FLEET"), whose address is One South
Wacker Drive, Suite 3700, Chicago, Illinois 60606.

WHEREAS, HOLLAND and Wendy's of Colorado Springs, Inc.
("WENDY'S") entered into a lease ("LEASE") for occupancy of the
premises known as 260 North Main Street, Moab, Utah, and which
real property ("REAL PROPERTY") is located in Grand County, State
of Utah, to-wit:

Beginning at a corner on the East right of way of
Main Street (Highway 191), said corner bears North
0°17' East 230.0 feet from the Northwest corner of
Block 24 of the MOAB TOWNSITE, and proceeding
thence with said right of way North 0°17' East
192.6 feet (record = 192.75 feet) to a corner,
thence South 89°54' East (record = East) 188.75
feet to a corner, thence South 0°17' West 324.0
feet to a corner on the North right of way of 200
North Street, thence with said right of way North
89°47' West 107.75 feet to a corner, thence North
0°17' East 130.7 feet to a corner, thence North
89°33' West 81.0 feet to the point of beginning.

WHEREAS, HOLLAND and WENDY'S executed a Memorandum of
Lease dated July 24, 1995, and recorded on July 26, 1995, in Book
477 and pages 239-240, Entry No. 434402, which covered the REAL
PROPERTY and gives notice of the LEASE.

WHEREAS, WENDY'S and FLEET entered into an Assignment of Rights in Lease covering the REAL PROPERTY which was dated July 24, 1995, and recorded July 26, 1995, in Book 477 at pages 241-249, Entry No. 434403, in which WENDY'S (as lessee under the LEASE) assigned, set over and transferred, and granted a continuing security interest in the LEASE, together with all the right, title and interest of WENDY'S to FLEET, its successors and assigns; and,

WHEREAS, Black Oil Company, a Utah corporation, desires to purchase a piece of property covered by the LEASE; the Memorandum of Lease; and the Assignment of Rights in Lease and the parties hereto desire to release the property to be purchased by Black Oil Company, from the terms, conditions and obligations of the LEASE; the Memorandum of Lease; and Assignment of Rights in Lease.

AGREEMENT

NOW THEREFORE, for valuable consideration received, the sufficiency of which is hereby acknowledged, HOLLAND and FLEET agree as follows:

1. The LEASE; the Memorandum of Lease; and the Assignment of Rights in the Lease are hereby modified to cover the following described real property located in Grand County, State of Utah, to-wit:

Beginning at a corner on the East right of way of Main Street (Highway 191), said corner bears North 0°17' East 230.0 feet from the Northwest corner of Block 24 of the MOAB TOWNSITE, and proceeding thence with said right of way North 0°17' East 192.6 feet (record = 192.75 feet) to a corner, thence South 89°54' East (record = East) 188.75 feet to a corner, thence South 0°17' West 324.0 feet to a corner on the North right of way of 200 North Street, thence with said right of way North 89°47' West 107.75 feet to a corner, thence North 0°17' East 130.7 feet to a corner, thence North 89°33' West 81.0 feet to the point of beginning.

LESS the following:

Township 26 South, Range 21 East, SLM

Section 1: Beginning at a point on the East right of way of Main Street, said point bears North 0°17' East 230.0 feet from the Northwest corner of Block 24 of the Moab Townsite, Section 1, Township 26 South, Range 21 East, SLM, and proceeding thence with the East right of way of Main Street North 0°17' East 2.3 feet, thence South 89°33' East 81.0 feet, thence South 0°17' West 2.3 feet, thence North 89°33' West 81.0 feet to the point of beginning.

2. All of the other terms, conditions and obligations of the LEASE; the Memorandum of Lease; and the Assignment of Rights in the Lease are hereby ratified and in full force and effect.

WITNESS the hands of the parties hereto as of the day and year first above set forth.

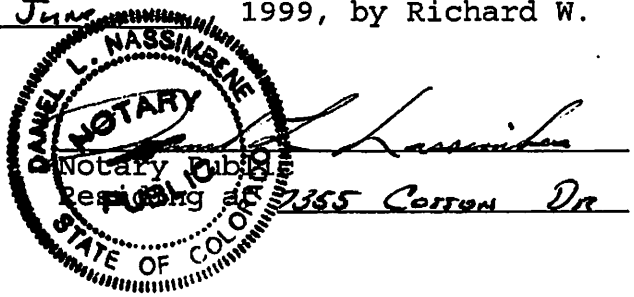

Richard W. Holland

FLEET BUSINESS CREDIT CORPORATION (formerly known as Sanwa Business Credit Corporation), a Delaware corporation

By Mark Flamm

STATE OF Colorado)
County of El Paso) : ss.

The foregoing Modification of Lease was acknowledged before me this 22nd day of June, 1999, by Richard W. Holland.



My Commission Expires: 9-30-01

STATE OF Illinois)
County of Cook) : ss.

The foregoing Modification of Lease was acknowledged before me this 3rd day of June, 1999, by Mark Flamm, acting in behalf of Fleet Business Credit Corporation, formerly known as Sanwa Business Credit Corporation, a Delaware corporation, in his her capacity as the Vice President.

Carolyn M. Costello
Notary Public
Residing at Chicago Illinois

My Commission Expires: 06/30/99

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