

H609179p
mail
Wendy's Int.
4288 W. Dublin - Granville Rd
Dublin Ohio 43017

7065 South 900 East
Fort Union Plaza
Midvale, UT

ASSIGNMENT AND ASSUMPTION AGREEMENT (LEASE)

6912918

For good and valuable consideration received by **G.G.A. II, INC.**, an Indiana corporation, whose address is 2641 North Cullen Avenue, Evansville, Indiana 47715-2184 ("Assignor") from **WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC.**, an Ohio corporation, whose address is 4288 West Dublin-Granville Road, Dublin, Ohio 43017 ("Assignee"), Assignor does hereby assign, transfer, convey and set over unto Assignee, its successors and assigns, all of Assignor's estate, right, title and interest in, to and under that certain Ground Lease as modified, amended, supplemented and/or extended (which Ground Lease is hereinafter called the "Lease") as described on Exhibit A attached hereto and by this reference incorporated herein whereby **PRICE DEVELOPMENT COMPANY, LIMITED PARTNERSHIP ("Lessor")** leased to Assignor an interest in real property (hereinafter called the "Property") as more particularly described in Exhibit B attached hereto and by this reference incorporated as a part hereof.

To have and to hold the same unto Assignee, its successors and assigns, and subject to the covenants herein set forth by Assignor and the conditions therein contained and henceforth to be performed and observed.

In consideration of the said assignment and for other good and valuable consideration received by Assignee from Assignor, Assignee hereby accepts said assignment subject to and upon the terms and conditions set forth in this instrument and the Lease. Assignee hereby covenants with Assignor and Lessor and for the benefit of any assignee or successor in interest of Lessor, that Assignee, its successors and assigns, will henceforth assume and agree to keep, perform, fulfill or cause to be performed all the terms, covenants, conditions and obligations contained in said Lease which, by the terms thereof, are imposed upon Assignor and which accrue from and after 31 Jan., 1998 (the "Effective Date"), including, without limitation, the payment of the rent therein reserved.

Assignor and Assignee acknowledge that this Assignment is being delivered pursuant and is subject to all of the terms, covenants, conditions and obligations, including the indemnification provisions of Section 13, of the Asset Purchase Agreement among Assignor and Assignee, dated July 31, 1997 (the "Agreement"), as if Assignor and Assignee were both signatories thereto, which Agreement Assignor and Assignee hereby approve, ratify, confirm and agree to be bound by in all respects.

6912918
04/02/98 2:57 PM 22-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: Z JOHANSON , DEPUTY - WI

BK7931PG1812

It is the intention of the parties hereto that this Assignment shall become effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 8 day of Dec, 1997.

ASSIGNOR:

G.G.A. II, INC.

By: Phillip M. Arlt
Phillip M. Arlt, President

ASSIGNEE:

**WENDY'S OLD FASHIONED
HAMBURGERS OF NEW YORK, INC.**

By: _____

Title: _____

By: _____ *(see attached)*

Title: _____

Legal Dept. _____

It is the intention of the parties hereto that this Assignment shall become effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 27 day of Jan, 1998.

ASSIGNOR:

G.G.A. II, INC.

see attached

By: _____
Phillip M. Arlt, President

ASSIGNEE:

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

By: *Ronald E. Wallace*
Title: _____
RONALD E. WALLACE
VICE PRESIDENT

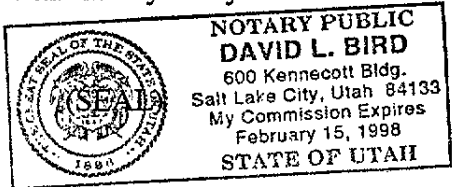
By: *George Condos*
Title: _____
GEORGE CONDOS
Executive Vice President

Legal Dept. *MD*

STATE OF Utah
COUNTY OF Salt Lake, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 8th day of December, 1997, before me personally appeared **Phillip M. Arlt**, the President of **G.G.A. II, INC.**, an Indiana corporation, who was known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged that he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated.

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



[Handwritten Signature]

Notary Public

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 ____ day of _____, 1997, before me personally appeared _____ and _____, the _____ and _____, 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.

(SEAL)

Notary Public
See attached

This instrument prepared by:
Beth L. Dreitler, Esq.
Wendy's International, Inc.
4288 West Dublin-Granville Road
Dublin, Ohio 43017

STATE OF _____
COUNTY OF _____, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the _____ day of _____, 1997, before me personally appeared **Phillip M. Arlt**, the President of **G.G.A. II, INC.**, an Indiana corporation, who was known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged that he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated.

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

(SEAL)

Notary Public

see attached

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 27th day of January, 1998, before me personally appeared RONALD E. WALLACE and GEORGE CONDOS, the VICE PRESIDENT and Executive 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.



GERI M. PETROVSKY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 12, 2000

Geri M. Petrovsky

Notary Public

This instrument prepared by:
Beth L. Dreitler, Esq.
Wendy's International, Inc.
4288 West Dublin-Granville Road
Dublin, Ohio 43017

7065 South 900 East
Fort Union Plaza
Midvale, UT

EXHIBIT A

Ground Lease dated March 12, 1997, by and between Price Development Company, Limited Partnership, as Landlord, and G.G.A. II, Inc., as Tenant

EXHIBIT B

DESCRIPTION

Beginning at a point South $0^{\circ}04'01''$ West along the quarter section line 135.30 feet and South $89^{\circ}52'20''$ West 879.98 feet from the North $1/4$ corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 325.00 feet; thence South $0^{\circ}04'40''$ West 157.28 feet; thence South $89^{\circ}52'20''$ West 325.00 feet to the East right-of-way line of widened 900 East Street; thence North $0^{\circ}04'40''$ East along said right-of-way line East line of 158.00 feet to the point of beginning.

* * *

EXHIBIT B

BK7931PG1818