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

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: Z JOHANSON DEPUTY - WI

6912920

LANDLORD'S ESTOPPEL CERTIFICATE

DESCRIPTION OF LEASE

Property Location: 7065 South 900 East, Fort Union Plaza, Midvale, Utah
Current Tenant: G.G.A. II, Inc., an Indiana corporation
Date of Ground Lease: March 12, 1997

The undersigned (whether one or more, referred to jointly and severally as "Landlord") hereby represents and warrants to, and covenants and agrees with, the Assignee and the Tenant named hereinbelow, as follows:

1. The Ground Lease described above (the "Lease") is currently in full force and effect, no event of default on the part of the Tenant having been declared. To the best of Landlord's knowledge, information and belief, no act or omission which, with the passage of time or the giving of notice, or both, would constitute such an event of default has occurred and is continuing.

2. The commencement date of the term of the Lease is September 26, 1997. The date of expiration of the current term of the Lease is September 25, 2012. Lessee has the option to extend the Lease for six (6) additional terms of five (5) years each.

3. Current minimum rent under the Lease is \$42,000.00 per year. Current percentage rent under the Lease is two percent (2%) of gross sales in excess of \$2,100,000.00. All rentals and other sums due under the Lease through November 30, 1997 have been paid in full (except any percentage rentals, tax and insurance reimbursements, or other similar items not currently due and payable). Landlord holds no security or other deposits, and has received no prepaid rentals for more than thirty days in advance.

4. The Lease has not been amended or modified, nor any of its provisions waived.

5. Landlord hereby confirms its consent and agreement to the assignment by G.G.A. II, Inc. (the "Tenant") to Wendy's Old Fashioned Hamburgers of New

York, Inc., an Ohio corporation (the "Assignee") of all of its rights and duties under the Lease, including, but not limited to, the right to exercise any renewal option(s) contained in the Lease. Landlord acknowledges and agrees that Assignee shall have the rights and duties of Tenant under the Lease.

6. Any notice that any party may be required or desire to give to any other party shall be deemed validly given if sent via a reputable overnight courier or via the United States Mail, postage prepaid, certified or registered, return receipt requested, and addressed to the following addresses:

Landlord and address:

Price Development Company, Limited Partnership
35 Century Park Way
Salt Lake City, UT 84115

Assignee and address:

Wendy's Old Fashioned Hamburgers of New York, Inc.
4288 W. Dublin-Granville Road
P. O. Box 256
Dublin, OH 43017
Attention: Property Manager - Real Estate

or at such other address that any party hereto may from time to time designate in writing to the other parties.

IN WITNESS WHEREOF, Landlord has executed this instrument by its or their undersigned duly authorized signatories effective as of the 14th day of January, 1998

LANDLORD:

**PRICE DEVELOPMENT COMPANY,
LIMITED PARTNERSHIP**, a Maryland
limited partnership

By: JP Realty, Inc., a Maryland
corporation, General Partner

By:

Its:

LEG.
APPROVAL

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.

* * *

POOR COPY.
CO. RECORDER

BK 7931 PG 1826

EXHIBIT B