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E# 2275247 PG 1 OF 8
ERNEST D ROWLEY, WEBER COUNTY RECORDER
02-JUL-07 3:11 PM FEE \$24.00 DEP JC
REC FOR: TALON GROUP
ELECTRONICALLY RECORDED

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

ASSIGNMENT AND ASSUMPTION AGREEMENT (LEASE)

Tax ID ~~10-030-0081~~

286079 FC

For good and valuable consideration received by G.G.A. II, INC., an Indiana corporation in liquidation and the G.G.A. II, Inc. Liquidating Trust, each having its principal office and place of business at 2641 North Cullen Avenue, Evansville, Indiana 47715 (collectively "Assignor") from WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC., an Ohio corporation, having its principal office and place of business at 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 Lease as modified, amended, supplemented and/or extended (which Lease is hereinafter called "Lease") as described on the Lease Schedule attached hereto and by this reference incorporated as a part hereof whereby the Lessor named therein leased to Assignor an interest in real property (hereinafter called the "Property") as more particularly described in Exhibit A attached hereto and by this reference incorporated as a part hereof, which Property is commonly know as 1923 West 5600 South, Roy, Utah (Wendy's #5016).

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 the Effective Date as hereinafter defined, including, without limitation, the payment of the rent therein reserved.

Assignor agrees to and shall remain obligated to Landlord for the full performance of all covenants conditions, obligations and duties required of Tenant under the Lease and shall not be relieved of any performance of any obligation there under as a result of this Assignment.

Assignee agrees to hold harmless, indemnify and defend Assignor and Assignor's successors and assigns, from and against any and all losses, costs, damages, expenses, claims and/or causes of action arising out of or in connection with Assignee's performance or non-performance of the lessee's obligations under the Lease

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event either party to this Agreement commences legal action of any kind to enforce the terms and conditions of this Agreement, the prevailing party in such litigation will be entitled to collect from the other party all costs, expenses and reasonable attorneys' fees through appeal incurred in connection with such action.

This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

Assignee agrees that within ten (10) business days after receiving any notice from Lessor relating to performance of Assignor's or Assignee's obligations under said Lease, Assignee shall send a copy of said notice to Assignor at the above address, or to any other address Assignor from time to time may designate.

It is the intention of the parties hereto that this Assignment shall become effective as of the ~~2nd~~ day of ~~June~~ ^{JULY} 2007 (the "Effective Date").

Assignee agrees that within ten (10) business days after receiving any notice from Lessor relating to performance of Assignor's or Assignee's obligations under said Lease, Assignee shall send a copy of said notice to Assignor at the above address, or to any other address Assignor from time to time may designate.

It is the intention of the parties hereto that this Assignment shall become effective as of the 24 day of ~~June~~ July 2007 (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Effective Date.

ASSIGNOR:

G.G.A. II, INC.

By: *[Signature]*

Title: *Chairman*

G.G.A. II, INC. LIQUIDATING TRUST

By: *[Signature]*

Title: *Chairman, Trustee*

ASSIGNEE:

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

By: _____

Title: _____

See attached
Legal Dept. _____

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Effective Date.

ASSIGNOR:

G.G.A. II, INC.

By: _____

Title: _____

G.G.A. II, Inc. LIQUIDATING TRUST

By: _____

Title: _____
See attached

ASSIGNEE:

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

By: *Everett Gallagher*

Title: EVERETT E. GALLAGHER, JR.
Senior Vice President

Legal Dept. *POW*

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 June, 2007, before me personally appeared _____, the _____ of G.G.A. II, INC., an Indiana corporation in liquidation, and _____, the _____ of G.G.A. II, Inc. LIQUIDATING TRUST, 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

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 28th day of June, 2007, before me personally appeared _____, the _____ of WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC., an Ohio corporation, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that s/he held the position or title set forth in the instrument and certificate, that s/he 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.



Kelly J. Smith
Notary Public, State of Ohio
My Commission Expires 12-19-2011

Kelly J. Smith

Notary Public

Lease Schedule

- Ground Lease dated October 7, 1992, originally by and between Roy City Center Realty Limited, as landlord, and G.G.A. II, Inc., as tenant
- Memorandum of Lease recorded December 31, 1997, in Book 1900, Page 296, Weber County, Utah
- Transfer of landlord's interest in the Lease as noted in the Special Warranty Deed from Roy City Center Realty Limited to RC Centre, L.C., recorded December 31, 2002, in Book 2303, Page 148, Weber County, Utah
- Subordination, Non-Disturbance and Attornment Agreement between CIBC Inc. and G.G.A. II, Inc. recorded December 31, 2002, in Book 2303, Page 268, Weber County, Utah

EXHIBIT A

Store #5016
1923 West 5600 South
Roy, UT

09-340-0006, 0009

Lot 6, ROY CITY CENTER, according to the Official Plat thereof on file and of record in the Weber County Recorder's Office.

LESS and EXCEPTING:

A parcel of land in fee for the widening of an existing roadway, State Route 97 (Roy 5600 South), known as Project No. 0097, being part of an entire tract of property situate in the Northeast Quarter of the Northeast Quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian. The boundary of said parcel of land are described as follows:

Beginning on the Southerly right of way line of said project at a point 13.500 meters (44.29 feet) perpendicularly distant Southerly from the centerline of said project at Engineer Station 13+004.115, said point also being approximately 221.304 meters (726.06 feet) North 89°50'57" West (North 89°43'33" West highway bearing) along the Section line and 13.500 meters (44.29 feet) South 00°27'45" West (South 00°16'27" West highway bearing) from the Northeast Corner of said Section 23, and running thence North 00°27'45" East (North 00°16'27" East, highway bearing) 1.308 meters (4.29 feet) to the Northwest Corner of said entire tract; thence South 89°50'57" East (South 89°43'33" East, highway bearing) 151.155 meters (495.92 feet) along the North boundary line of said entire tract; thence South 00°27'51" West (South 00°39'09" West, highway bearing) 1.308 meters (4.29 feet); thence North 89°50'57" West (North 89°43'33" West, No. NCS-286078-SLC highway bearing) 151.155 meters (495.92 feet) along the Southerly highway right of way line of said project to the point of beginning.

Tax I D 10-030-0081