

7056 South 900 East
Fort Union Plaza
Midvale, UT

2/6/09/79p
mail
Wendy's Int.
4288 W. Dublin Granville Rd
Dublin Ohio 43017

6912919

AMENDMENT TO MEMORANDUM OF LEASE

This AMENDMENT TO MEMORANDUM OF LEASE (the "Amendment"), is made and entered into this 14th day of January, 1998, by and between WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC., an Ohio corporation, 4288 West Dublin-Granville Road, Dublin, Ohio 43017 ("Tenant"), and PRICE DEVELOPMENT COMPANY, LIMITED PARTNERSHIP, a Maryland limited partnership, P. O. Box 1019, Salt Lake City, Utah 84110 ("Landlord").

WITNESSETH:

WHEREAS, Landlord entered into a Ground Lease dated March 12, 1997 whereby Landlord demised and leased to G.G.A. II, Inc., an Indiana corporation, real estate located at 7065 South 900 East, Fort Union Plaza in the City of Midvale, County of Salt Lake, State of Utah, and more particularly described on the attached Exhibit A ("Premises").

WHEREAS, Landlord and G.G.A. II, Inc. executed a Memorandum of Lease dated July 30, 1997 (the "Memorandum") for the purpose of giving notice of the Ground Lease, which Memorandum will be recorded in the Official Records of Salt Lake County prior to the recording of this Amendment.

WHEREAS, G.G.A. II, Inc., assigned all of its right, title and interest under the Ground Lease to Tenant pursuant to an Assignment and Assumption Agreement (Lease) dated _____, 1997 (the "Assignment"), which Assignment will be recorded in the Official Records of Salt Lake County immediately following the recording of the Memorandum and prior to the recording of this Amendment. The Ground Lease as so assigned and together with all amendments, supplements and modifications thereto are hereinafter called the "Lease".

WHEREAS, Landlord and Tenant desire to amend the Memorandum of Lease to provide notice of certain provisions of the Lease and to confirm the commencement date and expiration date of the Lease.

NOW, THEREFORE, Landlord and Tenant hereby accept the foregoing recitals, acknowledge and affirm that the Lease provides for the following, and agree to amend the Memorandum as follows:

1. The commencement date of the term of the Lease is September 26, 1997, and the expiration date of the current term of the Lease is September 25, 2012, subject to Tenant's option to extend the term of the Lease for six (6) additional option terms of five (5) years each as provided under the Lease. This provision will supersede any conflicting provision of the Memorandum to the contrary.

2. Section 8.01 of the Lease provides for the following:

"Landlord covenants and agrees that during the term of this Lease, and any extensions thereof, and so long as Tenant is not in default of any of its obligations and covenants hereunder and Tenant is operating a fast-food hamburger restaurant on the Premises, Landlord will not sell or lease space in the Shopping Center to anyone whose primary business is a fast-food hamburger restaurant. For purposes of the foregoing provisions, 'fast-food hamburger restaurant' shall be defined to be a fast-food establishment deriving forty percent (40%) or more of its gross sales from the sale of prepared hamburgers, including, without limitation: (i) non-chain restaurants specializing in hamburger drive-through operations; or (ii) restaurant establishments that conduct business under the trade names 'Burger King', 'Arctic Circle', 'Jack-in-the-Box', 'Dairy Queen', 'McDonalds', or similar national or regional chain fast-food restaurants which are recognized as serving substantial quantities of prepared hamburgers, whether or not they meet the above referenced forty percent (40%) contingency."

This Amendment to Memorandum of Lease is made and executed and is to be recorded in the office of the Recorder of Deeds in and for Salt Lake County, Utah.


This Amendment to Memorandum of Lease is not a complete summary of the Lease. This Amendment to Memorandum of Lease is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Lease and is executed by Landlord and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the rental or any other term, covenant or condition of the Lease. In the event of a conflict of interpretation between this Amendment to Memorandum of Lease and the Lease, the Lease will control.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Memorandum of Lease on the day, month and year first above written.

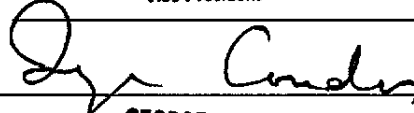
TENANT:

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

By: 

RONALD E. WALLACE
Vice President

Title: _____

By: 

GEORGE CONDOS
Executive Vice President

Title: _____

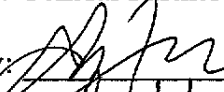

Legal Dept. 

LANDLORD:

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

By: JP Realty, Inc., a Maryland corporation

Its: General Partner

By: 
Its: 

**LEGAL DEPT.
APPROVAL**


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 20th 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

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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)

Carolyn A. Loeffler



CAROLYN A. LOEFFLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 14, 2001

STATE OF Utah
COUNTY OF Salt Lake, SS:

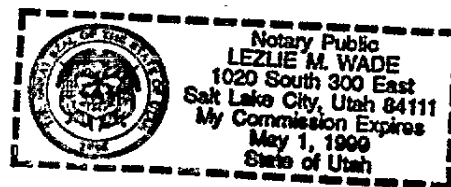
The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 14th day of January, 1998, before me personally appeared H. Rex Hager, the Vice President of JP Realty, Inc., a Maryland corporation and General Partner of **PRICE DEVELOPMENT COMPANY, LIMITED PARTNERSHIP**, a Maryland limited partnership, who was known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation as general partner of such limited partnership, 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 as general partner of such limited partnership 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)

Lezlie M. Wade
Notary Public

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



BK7931PG1822

EXHIBIT A

DESCRIPTION

Beginning at a point South 0°04'01" West along the quarter section line 135.30 feet and South 89°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°04'40" West 157.28 feet; thence South 89°52'20" West 325.00 feet to the East right-of-way line of widened 900 East Street; thence North 0°04'40" East along said right-of-way line East line of 158.00 feet to the point of beginning.

* * *

6912919
04/02/98 2:57 PM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: Z JOHANSON , DEPUTY - WI

EXHIBIT A

BK7931PG1823