

00552

LEASE

Vol <sup>m</sup> 12 page 11981

THIS LEASE, dated as of September 1, 1972, between SIXTH TOTTENHAM PROPERTIES, INC., a Delaware corporation, having an office in care of The Prentice-Hall Corporation System, Inc., 229 South State Street, Dover, Delaware 19901 (Lessor), and McDONALD'S CORPORATION, a Delaware corporation, having its principal office at McDonald's Plaza, Oak Brook, Illinois 60521 (Lessee).

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have entered into a lease dated as of September 1, 1972 (herein called the Lease Agreement), whereby Lessor has let and demised to Lessee the premises (herein called the Leased Premises) consisting of (i) the parcel of land described in Schedule A hereof, (ii) all buildings, structures and other improvements constructed and to be constructed thereon, and (iii) all easements, rights and appurtenances relating thereto; and Lessor has therein granted to Lessee certain rights to purchase the Leased Premises;

WHEREAS, a copy of the Lease Agreement being held by Lessee at its office at its address stated above; and

WHEREAS, Lessor and Lessee desire to enter into this Lease, which is to be recorded in order that third parties may have notice of the estate of Lessee in the Leased Premises and of the Lease Agreement.

NOW, THEREFORE, Lessor, in consideration of the rents and covenants provided for in the Lease Agreement to be paid and performed by Lessee, does hereby let and demise unto Lessee the Leased Premises.

The interim term shall begin on October 10, 1972, and shall expire at midnight on October 31, 1972.

The primary term shall begin on November 1, 1972 and shall expire at midnight on October 31, 1997.

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11982

Lessee is hereby given the right to extend the term of this Lease beyond the primary term for two successive extended terms at the rentals provided for in the Lease Agreement. The first such extended term shall be for a term of ten years and the second such extended term shall be for a term of five years. Lessee shall exercise each such right to extend this Lease by giving notice in writing to Lessor at least 150 days prior to the end of the term of the Lease then in effect. Each such extended term shall be on the terms and conditions set forth in the Lease Agreement, but the entire term of this Lease shall not extend beyond October 31, 2012.

Lessor hereby grants to Lessee the right to purchase the Leased Premises pursuant to paragraph sixteen of the Lease Agreement for a price which shall be the greater of the fair market value of the Leased Premises or the price determined in accordance with Schedule C of the Lease Agreement. Lessee is required to make an irrevocable offer to purchase such Leased Premises on the last day of the twentieth year of the Primary Term pursuant to paragraph seventeen of the Lease Agreement. Lessee, at its option, may, pursuant to Section 13(b) or Section 15(b) of the Lease Agreement, as the case may be, make an irrevocable offer to purchase the Leased Premises.

If the Leased Premises are acquired by Lessee, pursuant to Section 13(b), Section 15(b) or Section 17, as the case may be, then, in any such case, the purchase price for the Property shall be determined in accordance with Schedule C of the Lease Agreement.

All the terms, conditions, provisions and covenants of the Lease Agreement are incorporated in this Lease by reference as though written out at length herein, and both the Lease Agreement and this Lease shall be deemed to constitute a single instrument or document.



11983

SCHEDULE A

Lewiston, Nez Perce County,  
Idaho

Lots 5 and 6, Block 4, Oxford Addition to the City of  
Lewiston, Nez Perce County, Idaho, according to the recorded plat  
thereof and that part of the Southwest Quarter of the Southwest  
Quarter of Section 32, Township 36 North, Range 5 West of the Boise  
Meridian, described as follows:

Commencing at the Southwest corner of said Section 32;  
thence South 89° 57' East along the South line of Section 32 a  
distance of 40.0 feet to the East line of 21st Street, being the  
Northwest corner of the Oxford Addition and the POINT OF BEGINNING;  
thence North 0° 10' East along the East line of 21st Street  
a distance of 130.00 feet to a point;  
thence South 89° 57' East a distance of 110.00 feet to a  
point;

thence South 0° 10' West a distance of 130.00 feet to the  
South line of said Section 32, said point being on the North line  
of the Oxford Addition;

thence North 89° 57' West along the South line of said  
Section 32 a distance of 110.00 feet to the Northwest corner of the  
Oxford Addition and the POINT OF BEGINNING.

The sublease referred to in paragraph 19(b) of the  
Lease is a lease dated November 1, 1971, between McDonald's Corporation,  
as lessor and Rita A. Clausen, Peter H. Clausen, Cory M. Ray, Joan  
K. Ray, Mark J. Ray and Barbara A. Ray as lessee.

Said sublease is for a term of approximately 20 years from  
November 1, 1971 and provides for annual rentals which will be not  
less than \$24,900.00. Said sublease further provides that the right  
of possession granted to the lessee may not be disturbed so long as  
the lessee is not in default thereunder.



11984

SCHEDULE A

Pocatello, Bannock County,  
Idaho

Lots 8, 9 and 10, IDA tracts, Bannock County, Idaho,  
as the same appears on the official plat thereof, filed in the  
office of the county recorder of Bannock County, Idaho.

The sublease referred to in paragraph 20(b) of the Lease  
is a lease dated May 10, 1971, between McDonald's Corporation, as  
lessor and Stanley J. Greenfield, Betty Greenfield, Noel Meisner  
and Ellen Meisner and assigned to Piowa, Inc. by an Assignment  
dated April 1, 1971, as lessee.

Said sublease is for a term of approximately 20 years  
from May 10, 1971 and provides for annual rentals which will be  
not less than \$29,100.00. Said sublease further provides that the  
right of possession granted to the lessee may not be disturbed  
so long as the lessee is not in default thereunder.



11985

SCHEDULE A

Evesham, Burlington County,  
New Jersey

BEGINNING at a point in a curve in the northerly side of New Jersey State Highway No. 70, said point being the intersection of the said northerly line of Route No. 70 and the westerly line of Cropwell Road and running thence;

(1) along the said westerly line of Cropwell Road (S 29° 56' W) a distance of (200 feet) to a point, thence;

(2) along a line leaving Cropwell Road (N 71° 49' 45" W) a distance of (245.88 feet) to a point, thence;

(3) along a line bearing (S 25° 20' E) a distance of (75 feet) to a point thence;

(4) along a line (S 71° 15' 57" E) a distance of (100 feet) to a point, thence;

(5) along a line (N 25° 20' E) a distance of (125 feet) to a point in a curve in the aforementioned southerly side of New Jersey Route No. 70, thence;

(6) along Route No. 70 along a curve bearing to the right and having a radius of (3759.83 feet) an arc distance of (161.69 feet), chord of said curve bears (S 71° 14' 32" E) a distance of (161.69 feet) to the POINT AND PLACE OF BEGINNING.

The sublease referred to in paragraph 19(b) of the Lease is a lease dated November 30, 1971, between McDonald's Corporation, as lessor and Joe F. Heinz and Mary E. Heinz as lessee.

Said sublease is for a term of approximately 20 years from November 30, 1971 and provides for annual rentals which will be not less than \$37,200.00. Said sublease further provides that the right of possession granted to the lessee may not be disturbed so long as the lessee is not in default thereunder.



11986

SCHEDULE A

Flemington, Hunterdon County,  
New Jersey

BEGINNING at an iron corner in the northerly right-of-way line of Reaville Avenue, corner to land of Circle Diner and Restaurant, Inc.,

and running thence (1) along land of Circle Diner and Restaurant, Inc., North  $38^{\circ} 15'$  East, a distance of two hundred thirty feet (230.00') to an iron corner in line of the same, corner to land of D.M.B.W. Corporation;

thence (2) along land of D.M.B.W. Corporation, South  $51^{\circ} 45'$  East, a distance of one hundred fifty feet (150.00') to an iron corner to the same;

thence (3) along the same, South  $38^{\circ} 15'$  West, a distance of two hundred twenty-nine and eighty-eight one-hundredths feet (229.88') to an iron corner in line of the same, corner to a 0.014 Acre parcel being dedicated to the Borough of Flemington;

thence (4) along said parcel and the northerly right-of-way line of Reaville Avenue, North  $51^{\circ} 48'$  West, a distance of one hundred fifty feet (150.00') to the PLACE OF BEGINNING and containing seven hundred ninety-six one-thousandths of an Acre (0.796 A.) be the same more or less as surveyed by Bohren and Bohren Engineering Associates, Inc., July, 1972.

The sublease referred to in paragraph 19(b) of the Lease is a lease dated April 24, 1972, between McDonald's Corporation, as lessor and Walter A. Schiek and Frances K. Schiek as lessee.

Said sublease is for a term of approximately 20 years from April 24, 1972 and provides for annual rentals which will be not less than \$35,700.00. Said sublease further provides that the right of possession granted to the lessee may not be disturbed so long as the lessee is not in default thereunder.



11987

SCHEDULE A

New Shrewsbury, Monmouth County,  
New Jersey

ALL that certain lot, tract or parcel of land and premises, situate, lying and being in the Borough of New Shrewsbury, County of Monmouth and State of New Jersey, more particularly described as follows:

BEGINNING at the point of intersection of the westerly side line of Shrewsbury Avenue with the southerly side line of Apple Street; and from thence running

- (1) along the said westerly side line of said Shrewsbury Avenue, South  $4^{\circ} 27'$  West 175.21 feet to a point; thence
- (2) North  $85^{\circ} 4' 30''$  West 200 feet to a point; thence
- (3) North  $4^{\circ} 27'$  East 200 feet to a point in the southerly side of Apple Street; and thence
- (4) along the same, South  $85^{\circ} 4' 30''$  East 175.21 feet to the POINT AND PLACE OF BEGINNING.

The sublease referred to in paragraph 19 (b) of the Lease is a lease dated June 2, 1972, between McDonald's Corporation, as lessor and McDonald's of Shrewsbury, New Jersey, Inc. as lessee.

Said sublease is for a term of approximately 20 years from June 2, 1972 and provides for annual rentals which will be not less than \$35,700.00. Said sublease further provides that the right of possession granted to the lessee may not be disturbed so long as the lessee is not in default thereunder.



11988

SCHEDULE A

Corvallis, Benton County, Oregon

Lots 4, 5 and 6, Block 3, HIGHLAND LAWN ACRES,  
in the City of Corvallis, County of Benton and State of  
Oregon.

The sublease referred to in paragraph 19(b) of the  
Lease is a lease dated August 12, 1971, between McDonald's  
Corporation, as lessor and McDonald's Business Facilities  
Corporation and assigned to McDonald's of Corvallis, Oregon, Inc.,  
by a lease dated December 31, 1971, as lessee.

Said sublease is for a term of approximately 20 years  
from December 31, 1971 and provides for annual rentals which  
will be not less than \$28,800.00. Said sublease further  
provides that the right of possession granted to the lessee  
may not be disturbed so long as the lessee is not in default  
thereunder.



11989

SCHEDULE A

Klamath Falls, Klamath County, Oregon

The following described real property in Klamath Falls,  
Klamath County, Oregon;

PORTION of Tracts 36 and 43 ENTERPRISE TRACTS, in  
the NW 1/4 NW 1/4 Section 3, Township 39 South, Range 9 East  
of the Willamette Meridian, more particularly described as follows:

BEGINNING at an iron pin on the South line of  
Shasta Way, which bears South  $0^{\circ} 00' 1/2''$  East a distance of 73.0  
feet and North  $89^{\circ} 54'$  East a distance of 510 feet from the  
iron pipe which marks the Northwest corner of said Section 3,  
Township 39 South, Range 9 East of the Willamette Meridian;  
thence South  $0^{\circ} 00' 1/2''$  East a distance of 647.38  
feet to the Northwestern corner of that certain parcel  
described in Mortgage given by Rickfalls, Inc., to the United  
States National Bank of Portland, dated March 28, 1961, recorded  
April 4, 1961 in Volume 201 page 355, Mortgage Records of Klamath  
County, Oregon;

thence South  $59^{\circ} 21' 1/2''$  East a distance of 330.67 feet,  
more or less, to the Northwestern line of Avalon Street and  
the TRUE POINT OF BEGINNING of this description;

thence North  $30^{\circ} 38' 30''$  East along the Northwestern  
line of Avalon Street, a distance of 140.0 feet to a point;

thence North  $59^{\circ} 21' 30''$  West, at right angles to  
Avalon Street, a distance of 200.0 feet;

thence south  $30^{\circ} 38' 30''$  West parallel with Avalon  
Street, a distance of 140.0 feet;

thence South  $59^{\circ} 21' 30''$  East at right angles to  
Avalon Street, a distance of 200.0 feet to the POINT OF BEGINNING.



11990

SCHEDULE A - continued

Klamath Falls, Klamath County, Oregon

The sublease referred to in paragraph 19(b) of the Lease is a lease dated October 15, 1971, between McDonald's Corporation, as lessor and Charles C. Eads, Jr. and Wilma Jo Eads; Edward McCrary and Marilyn F. McCrary as lessee.

Said sublease is for a term of approximately 20 years from December 4, 1971 and provides for annual rentals which will be not less than \$26,700.00. Said sublease further provides that the right of possession granted to the lessee may not be disturbed so long as the lessee is not in default thereunder.



11991

SCHEDULE A

Salem, Marion County, Oregon

BEGINNING on the East line of the relocated Pacific Highway (also know as Commercial Street) in Township 8 South, Range 3 West of the Willamette Meridian, Salem, Marion County, Oregon, at a point which is 461.15 feet South 18° 26' East of the intersection of said East line with the center line of Oakhill Avenue (formerly known as "A" Street) in Oakhill Tracts in said Township and Range;  
thence South 18° 26' East, along the East line of said relocated Highway, 190.70 feet;  
thence North 89° 49' 12" East 132.60 feet to a point on the East line of Lot 7, Block 2 of said Oakhill Tracts;  
thence North 0° 11' East 180.50 feet;  
thence West 193.47 feet to the POINT OF BEGINNING.

The sublease referred to in paragraph 19(b) of the Lease is a lease dated November 1, 1971, between McDonald's Corporation, as lessor and Donald L. Seaman and Alice Seaman as lessee.

Said sublease is for a term of approximately 20 years from November 1, 1971 and provides for annual rentals which will be not less than \$31,200.00. Said sublease further provides that the right of possession granted to the lessee may not be disturbed so long as the lessee is not in default thereunder.



11992

SCHEDULE A

Bellingham, Whatcom County, Washington

Lots 6, 7, 8, 9 and 10, Block 261, "Map of the First Addition to the town of New Whatcom, Whatcom County, Washington," according to the plat thereof, recorded in Volume 2 of Plats, page 36, in Whatcom County, Washington, EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded under Whatcom County Auditor's File No. 827560.

The sublease referred to in paragraph 19(b) of the Lease is a lease dated March 23, 1970, between McDonald's Corporation, as lessor and McDonald's of Bellingham, Wash., Inc., who has subleased to Robert L. McClain and Marilyn Kay McClain by Sublease dated April 26, 1971.

Said sublease is for a term of approximately 20 years from March 23, 1970 and provides for annual rentals which will be not less than \$30,000.00. Said sublease further provides that the right of possession granted to the lessee may not be disturbed so long as the lessee is not in default thereunder.



11993

SCHEDULE A

Bremerton, Kitsap County, Washington

The West 225 feet of Lot 12 and the West 225 feet of Lot 13, Sylvan Park, as per plat recorded in Volume 6 of Plats, Page 45, records of Kitsap County, Washington;

EXCEPT the South 120 feet of said Lot 12;

The sublease referred to in paragraph 19(b) of the Lease is a lease dated July 8, 1970, between McDonald's Corporation, as lessor and John T. Janusz and Rosalee Janusz as lessee.

Said sublease is for a term of approximately 20 years from September 10, 1970 and provides for annual rentals which will be not less than \$29,100.00. Said sublease further provides that the right of possession granted to the lessee may not be disturbed so long as the lessee is not in default thereunder.

28 3740



11994

IN WITNESS WHEREOF the parties hereto have caused  
this Lease to be executed and their respective corporate seals  
to be hereunto affixed and attested by their respective officers  
thereunto duly authorized, all as of the day and year first above  
written.

ATTEST:

By Linda Krauer  
Assistant Secretary

WITNESS:

Gary E. Mathison  
Mary P. Liddy

SIXTH TOTTENHAM PROPERTIES, INC.  
as Lessor

By Mike Herb  
Vice President

[Seal]

ATTEST:

By Angela Greenman  
Assistant Secretary

WITNESS:

Katherine J. Muldowney  
John D. Stoen

MCDONALD'S CORPORATION,  
as Lessee

By Robert J. Ryan  
Vice President

[Seal]

This document was prepared  
by  
Messrs. Nessen & Csaplar  
84 State Street  
Boston, Massachusetts 02109



11995

STATE OF NEW YORK )  
COUNTY OF NASSAU ) SS.:

On this 6th day of October, 1972, before me, Perry V. Kaynes, a Notary Public in and for the said County and State, personally in said County and State, appeared Milton Hecht and Linda Kraker, to me personally known to me to be Vice President and Assistant Secretary, respectively, of SIXTH TOTTENHAM PROPERTIES, INC., a Delaware corporation, one of the parties named in and executing the foregoing instrument, who produced said instrument to me in said County and State aforesaid and who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in said County and State aforesaid, that said corporation executed said instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that they, being informed of the contents of said instrument, signed and sealed said instrument and that they executed the same in the name and on behalf of said corporation by order, authority and resolution of its Board of Directors and that they signed their names thereto by like order; that they executed the same as, and said instrument is, their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

*Perry V. Kaynes*  
Perry V. Kaynes

My place of residence is:

My commission expires:

3244 PERRY AVENUE  
OCEANSIDE, N. Y. 11572

175-20 Wexford Terrace  
Jamaica Estates, New York 11432  
February 11, 1973

PERRY V. KAYNES  
NOTARY PUBLIC, State of New York  
No. 41-2057196  
Qualified in Queens County  
Certificate filed in Nassau County  
Commission Expires March 30, 1973



11996

STATE OF ILLINOIS )  
 )SS.:  
COUNTY OF DuPAGE )

On this 10th day of October, 1972, before me, Mary T. McShane, a Notary Public in and for the said County and State, personally in said County and State, appeared <sup>Robert</sup> ~~Robert~~ <sup>B. Ryan</sup> ~~B. Ryan~~ and Seymour Greenman to me, personally known to me to be Vice President and Assistant Secretary, respectively, of McDONALD'S CORPORATION, a Delaware corporation, one of the parties named in and executing the foregoing instrument, who produced said instrument to me in said County and State aforesaid and who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in said County and State aforesaid, that said corporation executed said instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that they, being informed of the contents of said instrument, signed and sealed said instrument and that they executed the same in the name and on behalf of said corporation by order, authority and resolution of its Board of Directors and that they signed their names thereto by like order; that they executed the same as, and said instrument is, their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Mary T. McShane  
Mary T. McShane

My place of residence is:

520 Emroy  
Elmhurst, Illinois 60126

My commission expires:

March 3, 1976

