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ASSIGNMENT OF LEASE AND AGREEMENT

From

SIXTH TOTTENHAM PROPERTIES, INC.,

FRANCHISE REALTY INTERSTATE CORPORATION

And

MCDONALD'S CORPORATION

To

THE NATIONAL SHAWMUT BANK OF BOSTON

And

L. H. BAKER

As Trustees

Dated as of September 1, 1972

UCL 19 8 33 AM 1972

28-3740

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ASSIGNMENT OF LEASE AND AGREEMENT, dated as of September 1, 1972 (herein, together with all amendments and supplements hereto, called this Agreement), from SIXTH TOTTENHAM PROPERTIES, INC. a Delaware corporation (herein called the Assignor), having an address at c/o The Prentice-Hall Corporation System, Inc., 229 South State Street, Dover, Delaware 19901, FRANCHISE REALTY INTERSTATE CORPORATION, an Illinois corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Franchise), having an address at McDonald's Plaza, Oak Brook, Illinois 60521, and MCDONALD'S CORPORATION, a Delaware corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called McDonald's) having an address at McDonald's Plaza, Oak Brook, Illinois 60521, to The National Chatham Bank of Boston, as trustee (herein, together with its successors and assigns as such trustee, called the Trustee), having a corporate trust office at 40 Water Street, Boston, Massachusetts 02109, and L. H. Baker, as individual trustee (herein, together with his successors and assigns as such individual trustee, called the Individual Trustee), having a residence at 114 School Street, Whitman, Massachusetts 02382, as trustees (herein, together with all separate trustees and co-trustees appointed as provided in Section 9.6 of the Indenture hereinafter referred to, collectively called the Trustees), under an Indenture of Mortgage and Deed of Trust, dated as of September 1, 1972 (herein, together with all supplements and amendments thereto, called the Indenture), from the Assignor to the Trustees.

At or about the time of the delivery hereof, the Assignor is borrowing certain sums of money, and in order to evidence such borrowing is executing and delivering its

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9% Secured Notes Due August 1, 1997 (herein, together with any note or notes or other evidence or evidences of indebtedness issued in exchange therefor or in replacement thereof called the Notes) in an aggregate principal amount not to exceed \$3,100,000. The Notes are issued under and secured by the Indenture. The Indenture creates a lien on each of the premises described in Schedule A hereto and the improvements thereon (herein collectively called the Properties). The Properties are being acquired by the Assignor with the proceeds of the sale of the Notes, and are being leased by the Assignor to either Franchise or McDonald's under leases, dated as of September 1, 1972 (herein, together with all amendments and supplements thereto, collectively called the Leases), between the Assignor as lessor, and either Franchise or McDonald's, as lessee. McDonald's has guaranteed the Leases, under which it is not the lessee, pursuant to the Guaranty of even date herewith (the Guaranty). The term "Lessee" as used in this Agreement shall include Franchise as lessee under the Leases and McDonald's in its capacity as lessee under the Leases. The term "McDonald's" as used in this Agreement shall mean McDonald's in its capacity as the guarantor under the Guaranty. In order to induce the parties purchasing the Notes to purchase the same and the Trustees to accept the trusts created by the Indenture, the Lessee, the Assignor and McDonald's are entering into the undertakings herein set forth with the Trustees.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Assignor, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in furtherance of the covenants of the Indenture and as security for the payment of the principal of, and premium, if any, and interest and all other sums payable on, the Notes, and of all other sums pay-

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able under the Indenture and the performance and observance of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to the Trustees all of the Assignor's estate, right, title and interest in, to and under (a) each Lease, together with all rights, powers, privileges, options and other benefits of the Assignor as lessor under each Lease, including, but not by way of limitation, (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable or receivable under each Lease or pursuant to any of the provisions thereof, whether as rents or as the purchase price of each Property or otherwise (except sums payable directly to any person other than the lessor thereunder), (ii) the right to accept or reject any offer by the Lessee to purchase a Property (provided that such acceptance or rejection shall be permitted by the terms of the Indenture), (iii) the right and power, which right and power are coupled with an interest) to execute and deliver, as agent and attorney-in-fact of the Assignor, an appropriate deed or other instruments necessary to convey a Property to the Lessee if the Lessee exercises any right to purchase a Property or becomes obligated to purchase a Property, (iv) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to such purchase and conveyance, (v) the right to make all waivers and agreements, (vi) the right to give all notices, consents and releases (including any consent to the renewal, extension or amendment of the sublease referred to in paragraph 19 (b) of the Lease of a Property), (vii) the right to take such action upon the happening of a

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default under each lease including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of such Lease or by law or in equity and (viii) the right to do any and all other things whatsoever which the Assignor or any lessor is or may become entitled to do under each Lease, and (b) the Guaranty including the immediate and continuing right to make claim for, receive, collect and receipt for all moneys payable or receivable under the Guaranty or pursuant thereto, and the right to make all consents, waivers and agreements, to give and receive all notices and other instruments and to take all action upon the happening of a default under the Guaranty, including the commencement, conduct and consummation of proceedings at law or in equity, and to do all other things which the Assignor is or may become entitled to do under the Guaranty. Notwithstanding any other provision of this Agreement, any insurance proceeds or condemnation awards received by the Trustees shall be made available to the Lessee as and to the extent required by the terms of each lease.

2. The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the provisions of each Lease nor shall any of the obligations contained in such Lease be imposed upon the Trustees. Upon the payment of the principal of and premium, if any, and all accrued interest on the Notes and of all other sums payable on the Notes and under the Indenture, and the performance and observance of the provisions thereof, said assignment and all rights herein assigned to the Trustees shall cease and terminate and all the estate, right, title and interest of the Assignor in and to the above-described assigned property shall revert to the Assignor, and the Trustees shall, at the request of the Assignor, deliver to the Assignor an instrument in recordable form cancelling this Agreement and re-assigning to the Assignor the above described assigned property.

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3. The Assignor hereby designates the Trustee to receive all notices, undertakings, demands, statements, documents and other communications which the Lessee and McDonald's are required or permitted to give, make, deliver to or serve upon the lessor under each Lease or the Assignor under the Guaranty, and the Assignor hereby directs the Lessee and McDonald's to deliver to the Trustee at its address set forth above or at such other address as the Trustee shall designate, duplicate original copies of all such notices, undertakings, demands, statements, documents and other communications.

4. The Assignor and the Lessee represent to the Trustees that each Lease is in full effect and is not in default and McDonald's represents to the Trustees that the Guaranty is in full effect and is not in default, and the Assignor represents to the Trustees that the Assignor has not executed any other assignment of the subject matter of the assignment hereby made to the Trustees other than the Indenture.

5. The Assignor agrees that said assignment and the designation and direction to the Lessee and McDonald's hereinabove set forth are irrevocable, and that it will not, while said assignment is in effect or thereafter until the Lessee has received from the Trustee notice of the termination thereof, take any action as lessor under any Lease or otherwise which is inconsistent with said assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Assignor will from time to time, upon the request of the Trustee execute all instruments of further assurance and all such supplemental instruments as the Trustee may specify.

6. The Lessee covenants and represents that:

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(a) the construction of the Improvements on each Property (the Improvements) has been completed and such construction complies with the requirements of all laws, ordinances, rules and regulations applicable thereto; (b) the Lessee has made no advance payment of Basic Rent (as defined in each Lease); (c) neither the Assignor nor any other person has any unsatisfied obligations to the Lessee or any other person arising out of or incurred in connection with the acquisition by the Assignor of each Property or the construction of the Improvements thereon and no offset exists with respect to any rents or other sums payable or to become payable by the Lessee under each Lease; (d) all building permits and certificates of occupancy, if any, required for the operation of each Property by the Lessee have been obtained and under applicable zoning and use laws, ordinances, rules and regulations, such Property may be used for the purposes contemplated by the Lessee; (e) any exceptions to the Assignor's title to each Property do not materially interfere with the intended use of such Property by the Lessee and such exceptions do not materially adversely affect its value; (f) neither the execution and delivery of each Lease or this Assignment or the consummation of the transactions therein or herein contemplated, nor compliance with the terms and provisions thereof or hereof conflicts with or will conflict with or results or will result in a breach of any of the terms, conditions or provisions of the charter or by-laws of the Lessee or of any law, or of any order, writ, injunction or decree of any court or governmental authority, or of any agreement or instrument to which the Lessee is a party or by which it is bound or constitutes or will constitute a default thereunder; (g) there has been no material adverse change in the business condition, financial or otherwise, of the Lessee since December 31, 1970; (h) the Improvements to each Property constitute real property under the laws of the state in which

they are located; (i) no event has occurred or is continuing which would have constituted an event of default under any Lease or would have constituted such an event of default but for the requirements that notice be given or that a period of time elapse, or both; and (j) the costs incurred by the Lessee in acquiring each of the premises described in Schedule A hereto and constructing the improvements thereon (including financing legal and closing costs not in excess of 4.5% of such costs of acquisition and construction) is not less than the amounts shown as Lessor's Cost in Schedule B of each Lease.

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7. The Lessee consents to the provisions of this Agreement, and agrees to pay and deliver to the Trustee all rentals and other sums assigned to the Trustees or either of them pursuant to this Agreement, without offset, deduction, defense, abatement, deferment or diminution, and will not, for any reason whatsoever, seek to recover from the Trustees or either of them any moneys paid to the Trustees or either of them by virtue of this Agreement, notwithstanding that Assignor shall not have had good right or lawful authority to lease any Property to Lessee pursuant to the Lease of such Property, whether the reason for the failure of such right or authority shall be that Assignor did not have sufficient title to such Property at the time of the leasing thereof to Lessee or for any other reason. The Lessee and McDonald's agree to deliver to the Trustee original or conformed copies of all notices and other instruments which it may deliver pursuant to each Lease or the Guaranty. No such payment or delivery made by the Lessee or McDonald's shall be of any force or effect unless made to the Trustee as provided above.

8. The Assignor, the Lessee and McDonald's agree that they will not enter into any agreement subordinating, amending, modifying or terminating any Lease or the Guaranty without the consent thereto in writing of the Trustees and

that any attempted subordination, amendment, modification or termination without such consent shall be void. In the event that any Lease or the Guaranty shall be amended as herein permitted, the Lease and the Guaranty as so amended shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any of the parties hereto. The Lessee and McDonald's hereby covenant and agree that they will remain obligated under any Lease and the Guaranty in accordance with their respective terms, and that they will not take any action to terminate (except as expressly permitted by said Lease), rescind or avoid any Lease or the Guaranty, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Assignor or any assignee of the Assignor, and notwithstanding any action with respect to such Lease or the Guaranty which may be taken by an assignee or receiver of the Assignor or of any such assignee or by any court in any such proceeding.

9. The Assignor, the Lessee and McDonald's agree that (i) if, pursuant to any Lease, the Lessee shall offer to purchase the Property subject thereto, notice of acceptance of any such offer shall be deemed validly given for all purposes if given by the Trustee, and (ii) if the Lessee shall become obligated to purchase the Property subject thereto, pursuant to any provision of such Lease, the Lessee will accept a deed and other instruments conveying and transferring the Property subject thereto which is executed and delivered by any Trustee as being in compliance with the provisions of such Lease. The Lessee and McDonald's further agree that, if it should become necessary for the Trustee or either of them or any other party to institute any foreclosure or other judicial proceeding in order for title to a Property may be conveyed to the Lessee, the time within which delivery of the deed or other instrument relating to such Property may be made shall be extended to the extent

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necessary to permit the Trustees or either of them or such other party to institute and conclude such foreclosure or other judicial proceeding, and the Lessee, the Assignor and McDonald's agree that the Lease of such Property shall not terminate, but shall continue in full effect until the expiration of such period of extension.

10. The Lessee will deliver to the Trustees and the holders of the Notes at their respective addresses furnished from time to time, by the Trustee to the Lessee:

(a) Copies of all financial statements, reports, notices and proxy statements sent by the Lessee to its stockholders; and

(b) Within 120 days after the end of each fiscal year of the Lessee, two copies of a balance sheet of the Lessee and its consolidated subsidiaries as at the end of such year and statements of income and surplus of the Lessee and its consolidated subsidiaries for such year setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, in reasonable detail and satisfactory in scope to the Trustee, and certified by independent public accountants of recognized standing selected by the Lessee.

11. The Assignor, the Lessee and McDonald's hereby agree that any act which the Trustee shall have the right to take or shall be required to take under this Agreement, or any right or power conferred upon the Trustee under this Agreement, shall at the request or with the authorization of the Trustee (whether or not in writing), be taken by or conferred upon the individual Trustee alone or jointly with the Trustee, as and to the extent specified by the Trustee in such request or authorization.

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12. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

13. The following is Schedule A referred to in this Agreement.

12125

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 $89^{\circ} 57'$ 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 $0^{\circ} 10'$ East along the East line of 21st Street
a distance of 130.00 feet to a point;
thence South $89^{\circ} 57'$ East a distance of 110.00 feet to a
point;
thence South $0^{\circ} 10'$ 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 $89^{\circ} 57'$ 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.

12126

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.

12127

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.

12128

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.

12129

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.

12130

SCHEDULE A

Clovis, Curry County, New Mexico

Lots 1, 2, 3 and 4 in Block 2 of the
Liebelt Addition to the City of Clovis, Curry County,
New Mexico.

12131

SCHEDULE A

Tulsa, Tulsa County, Oklahoma

PARCEL I

A tract located in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 27, Township 19 North, Range 13 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, described as follows, to wit:

COMMENCING at a point 1190 feet south and 90 feet east of the northwest corner of said Section 27 (same being the point of intersection of the north line of 43rd Street and the east line of Yale Avenue as currently dedicated);

thence east along the north line of 43rd Street a distance of 150 feet;

thence north parallel to the east line of Yale Avenue a distance of 150 feet;

thence west parallel to the north line of 43rd Street a distance of 150 feet to the east line of Yale Avenue;

thence south along the east line of Yale Avenue 150 feet to the POINT OF BEGINNING, according to the U. S. Survey thereof.

PARCEL II:

Together with an easement appurtenant thereto described as follows, to wit:

COMMENCING at the northwest corner of the tract above described,

thence west and parallel to the north line of 43rd Street a distance of 90 feet to the west line of Section 27;

thence north along the west line of Section 27 a distance of 90 feet to a point;

thence in a southeasterly direction to the POINT OR PLACE OF BEGINNING.

12132

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.

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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 Northwesterly 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 Northwesterly line of Avalon Street and
the TRUE POINT OF BEGINNING of this description;

thence North $30^{\circ} 38' 30''$ East along the Northwesterly
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.

12134

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.

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SCHEDULE A

Woods Cross, Davis County, Utah

BEGINNING on the West Line of a Highway 91, North 31° 22' East 600.0 feet from the point of intersection of the West line of said Highway and the North line of 2600 South, at a point North 0° 09' West 1,930.0 feet to the North line of said street and North 89° 50' East 1,351.0 feet, more or less, to the West line of said Highway and North 31° 22' East 600.0 feet from the South Quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Meridian, in the City of Woods Cross,

and running thence North 31° 22' East 207.0 feet along said highway;

thence West 214.2 feet, more or less, to the Easterly line of the former Bamberger Railroad Right of Way;

thence South 26° 44' West 197.9 feet, more or less, along said right of way to a point due West of the point of beginning;

thence East 195.6 feet, more or less, to the POINT OF BEGINNING.

12136

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.

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12187

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;

28-5240

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SCHEDULE A

Milwaukee, Milwaukee County, Wisconsin

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block Thirteen (13) in Menick's Sub-division of the South Two (2) acres of the East Twenty (20) acres of Lots Twenty-one (21) to Twenty-seven (27) inclusive and the South Twenty-four (24) feet of Lot Twenty-eight (28) in Block Thirteen (13) in the South West One-quarter (1/4) of Section Seventeen (17), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

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IN WITNESS WHEREOF, the Assignor, Franchise and McDonald's have caused this Agreement to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized.

ATTEST:

SIXTH TOTTENHAM PROPERTIES, INC.

By Linda Kruer
Assistant Secretary

By Milton Heide
Vice-President

WITNESS:

Gary E. Mathison

[Seal]

Mary E. Liddy

ATTEST:

FRANCHISE REALTY INTERSTATE CORPORATION

By Angela Brecken
Assistant Secretary

By Robert B. Bly
Vice-President

WITNESS:

Katherine F. Muldoon
Carol De

[Seal]

ATTEST:

MCDONALD'S CORPORATION

By Angela Brecken
Assistant Secretary

By Robert B. Bly
Vice-President

WITNESS:

Katherine F. Muldoon
Carol De

[Seal]

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

12140

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

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 ~~Mexford Terrace~~
Jamaica Estates, New York 11432
February 11, 1973

PERRY V. KAYNES
NOTARY PUBLIC State of New York
No. 41-2033106
Qualified in Queens County
Certificate filed in Nassau County
Commission Expires March 30, 1973

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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 ^{Robert} ~~B. Ryan~~ ~~Salvatore~~ 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.

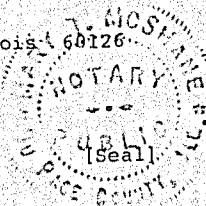
Mary T. McShane
 Mary T. McShane

My place of residence is:

520 Emroy
 Elmhurst, Illinois 60126

My commission expires:

March 3, 1976



12142

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS.:

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 ~~Robert B. Ryan~~ and Seymour Greenman to me, personally known to me to be Vice President and Assistant Secretary, respectively of FRANCHISE REALTY INTERSTATE CORPORATION, an Illinois 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.

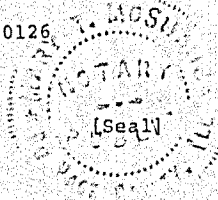
Mary T. McShane
Mary T. McShane

My place of residence is:

520 Emroy
Elmhurst, Illinois 60126

My commission expires:

March 3, 1976



12143

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
TRANSMERICA TITLE INS. CO.
on this 19th day of OCTOBER A. D., 1972
at 8:33 o'clock A.M. and duly
recorded in Vol. M 72 of DEEDS
Page 12114

WM. D. MILNE, County Clerk

By *Hazel L. Craig*
Fee \$ 30.00 Deputy.

28-5740