2008-012526
Klamath County, Oregon

00052777200800125260070075

09/08/2008 12:06:45 PM Fee: $51.00

COVER SHEET

ORS: 205.234

This cover sheet has been prepared by the persons presenting the attached instrument for recording. Any errors in this cover sheet DO NOT affect the transaction(s) contained in the instrument itself.

1st 1032014

After recording, return to:

1st American Title
424 Main St
Klamath Falls OR 97601

The date of the instrument attached is 8-28-08.

1) **NAMES(S) OF THE INSTRUMENT(S) required by ORS 205.234(a)**

memorandum of Lease

2) **PARTY(IES)/GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160:**

Andropoulos, James

3) **PARTY(IES)/GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160**

McDonalds

4) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**

$_____

5) **FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERK'S LIEN RECORDS, ORS 205.121(1)(c)**

_____

6) **RE-RECORDED to correct:** _____
Previously recorded as: _____

Klamath Falls, OR
1874 Avalon Boulevard
L/C: 036-0021
1151

Prepared by: Consuelo Boyd
After recording, return to: Amy Evans
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

1st 1032014

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated August 15, 2008 between **James Andropoulos, an individual** ("Landlord") and **McDONALD'S USA, LLC, a Delaware limited liability company** ("Tenant") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord leases to Tenant the Premises with improvements and appurtenant easements, if any, in the City of Klamath Falls, County of Klamath, State of Oregon, described on Exhibit A attached ("Premises") and made a part of this Memorandum of Lease.

1. TERM: To have and to hold for a term commencing on 8-22, 2008 and ending 20 years from the date when a McDonald's restaurant re-opens for business on the adjacent parcel.

2. OPTION TO EXTEND: The term of the Lease shall be automatically extended for successive periods of 5 years each aggregating 20 years if Tenant does not elect to terminate the Lease at the end of the Primary Term or any option period.

3. COMMON AREA EASEMENT: Landlord grants to Tenant and Tenant's invitees, licensees, assigns, subtenants and patrons, during the term of the Lease and any extensions, a non-exclusive ingress/egress easement to use all of those portions of the property described on Exhibit B attached ("Shopping Center") designated as common areas and driveways.

4. PERMANENT EASEMENT: If the Tenant acquires fee title to the Premises under the terms of the Lease, the easements conveyed in paragraph 3 above shall be perpetual.

5. MEMORANDUM: The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Ground Lease Additional Property dated 8/12/2008, ("Lease") executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

F4U

To indicate their consent to this agreement, the parties, or their authorized representatives or employees have signed this document.

LANDLORD: **James Andropoulos**

By: _____
James Andropoulos

TENANT: **McDONALD'S USA, LLC,**
a Delaware limited liability company

By: Consuelo Boyd
Its: Senior Counsel

Document #: 506121-v1

(Attach Acknowledgment of Signatures and Exhibits A and B)

ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

I, Janeth Rubi, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Consuelo Boyd, Senior Counsel of McDonald's USA, LLC, a Delaware limited liability company, whose place of business is at One McDonald's Plaza, Oak Brook, Illinois 60523, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Senior Counsel and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of August, 2008.

My commission expires: 10/22/2009

Janeth Rubi, Notary Public

OFFICIAL SEAL
JANETH RUBI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/22/09

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF Georgia)
) SS:
COUNTY OF Forsyth)

I, Somin, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that James Andropulos and ——— of ——— who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of August, 20 08.

My commission expires 1/16/2010.

Notary Public

NOTARY PUBLIC
DEKALB CO. GEORGIA
JAN 16 2010
MY COMMISSION EXPIRES
SO MIN

EXHIBIT A
PREMISES

A PORTION OF TRACTS 36 AND 43 OF ENTERPRISE TRACTS, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVALON STREET, 50.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PERSHING WAY, 30.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, THENCE NORTH 30°38'30" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 180.04 FEET TO A RAILROAD SPIKE; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 59°21'23" WEST 200.00 FEET TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP AND THE POINT OF BEGINNING. THENCE CONTINUING NORTH 59°21'23" WEST 95.77 FEET; THENCE NORTH 30°37'42" EAST 60.88 FEET; THENCE SOUTH 74°39'14" EAST 137.77 FEET; THENCE SOUTH 59°26'34" EAST 200.05 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 30°38'30" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 20.00 FEET TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP; THENCE NORTH 59°26'34" WEST 200.02 FEET TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP; THENCE SOUTH 30°37'42" WEST 140.00 FEET TO TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP AND THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 14,577 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

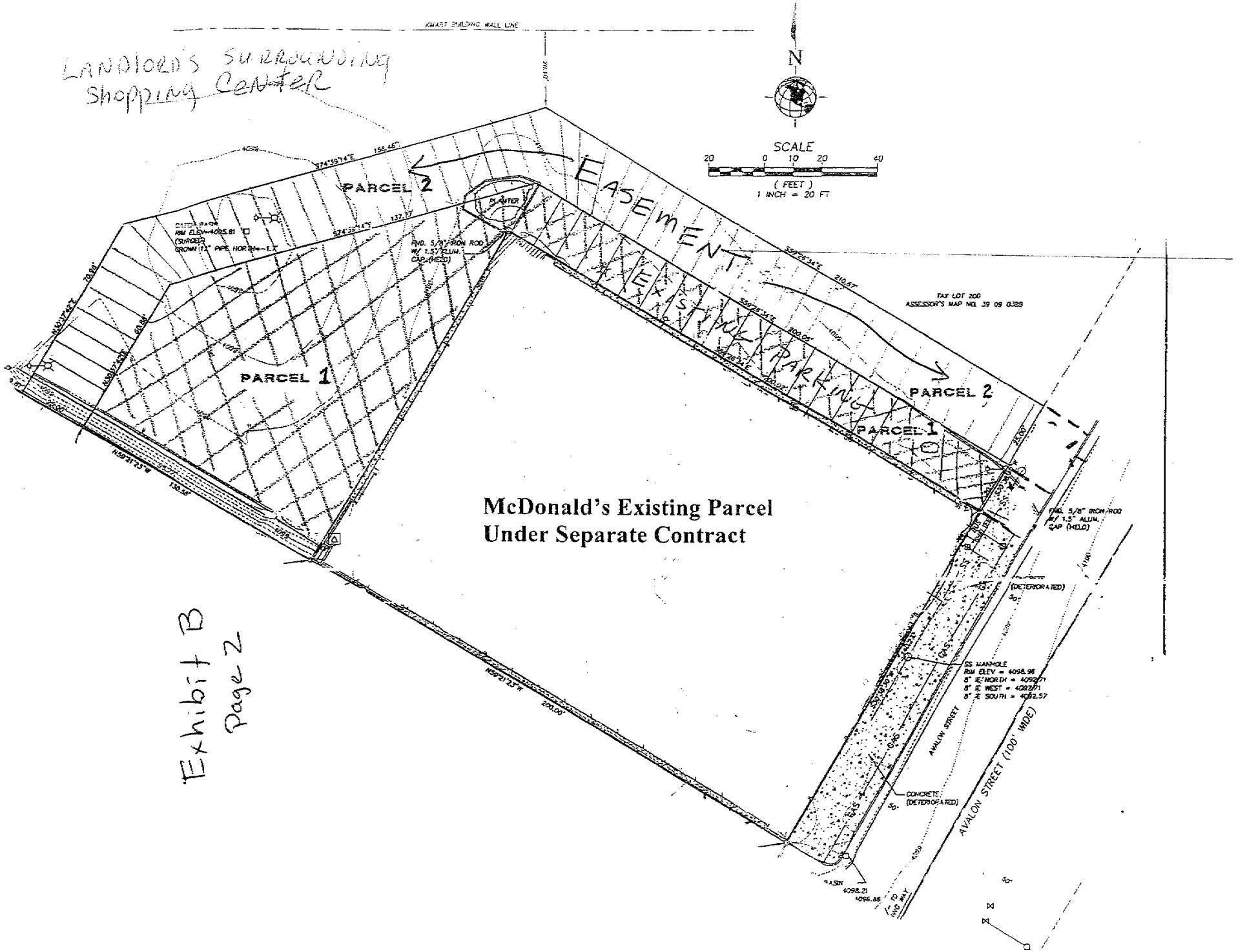
EXHIBIT B

(25' WIDE ACCESS DRIVE EASEMENT)

A PORTION OF TRACTS 36 AND 43 OF ENTERPRISE TRACTS, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVALON STREET, 50.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PERSHING WAY, 30.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, THENCE NORTH 30°38'30" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 180.04 FEET TO A RAILROAD SPIKE; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 59°21'23" WEST 295.77 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 59°21'23" WEST 25.00 FEET; THENCE NORTH 30°37'42" EAST 70.98 FEET; THENCE SOUTH 74°39'14" EAST 158.46 FEET; THENCE SOUTH 59°26'34" EAST 210.67 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 30°38'30" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 25.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 59°26'34" WEST 200.05 FEET; THENCE NORTH 74°39'14" WEST 137.77 FEET; THENCE SOUTH 30°37'42" WEST 60.88 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 10,485 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.


LANDLORD'S SURROUNDING SHOPPING CENTER
KMART BUILDING WALL LINE
N
SCALE
20 0 10 20 40
(FEET)
1 INCH = 20 FT
PARCEL 2
PARCEL 1
EASEMENT
EXISTING PARKING
PLANTER
TAX LOT 200
ASSESSOR'S MAP NO. 39 09 0329
McDonald's Existing Parcel
Under Separate Contract
AVALON STREET
AVALON STREET (100' WIDE)
CONCRETE (DETERIORATED)
SS MANHOLE
Exhibit B
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