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2009-000438

Klamath County, Oregon



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Fee: \$36.00

Klamath Falls, Oregon
1874 Avalon
L/C: 036-0021
File #1151

Prepared by: Shirley A. Farrell
After recording, return to: Mary L. Simms
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE is dated JAN. 1st, 2008⁹ between **RHC ASSOCIATES, a New York general partnership**, as successor in interest to Sixth Tottenham Properties, Inc., a Delaware corporation ("Landlord") whose address is c/o CRE Asset Management, LLC, 396 Washington Street, Suite 287, Wellesley, MA 02481, and **McDONALD'S CORPORATION, a Delaware corporation**, as successor in interest by merger to Franchise Realty Interstate Corporation, an Illinois corporation, ("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 and made a part of this Amended Memorandum of Lease.

1. **TERM:** TO HAVE AND TO HOLD for a term ending on October 31, 2022.
2. **OPTION TO EXTEND:** Landlord grants Tenant the option to extend the term of the lease at the expiration of the original term for 2 successive periods of 10 years each aggregating 20 years.
3. **OPTION TO PURCHASE:** Landlord grants Tenant an option to purchase the Premises at any time during the last year of the final option period (November 1, 2041 to October 31, 2042).
4. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease Agreement dated September 1, 1972, as amended by Amendment to Lease dated August 26, 1986, by Option to Terminate Agreement dated June 1, 1987, and by Second Amendment to Lease dated JAN. 1st, 2008⁹ and as evidenced by Memorandum of Lease dated February 2, 1989 recorded on May 1, 1989 in Vol. M89 at page 7522 (collectively, the "Lease") executed by the parties. This instrument is merely an Amended Memorandum of Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Amended Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

EXHIBIT A
LEASED PREMISES

KLAMATH FALLS, OREGON
1874 Avalon
L/C: 036-0021

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, Klamath County, Oregon, 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.

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

LANDLORD:

RHC ASSOCIATES, a New York general partnership

By: Roderick H. Cushman

Name: Roderick H. Cushman

Its: Partner

Date: Nov 28-08

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Nassau) SS

I, Francine Filardo, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Roderick H. Cushman, as Partner of **RHC ASSOCIATES, INC., a New York general partnership**, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of November, 2008.

Francine Filardo
Notary Public

My commission expires 10-09-2009

FRANCINE FILARDO
Notary Public, State of New York
No. 015065057
Qualified in Nassau County
Commission Expires October 09, 2009

TENANT:

McDONALD'S CORPORATION,
a Delaware corporation

By: 

Its: Shirley A. Farrell, Managing Counsel

Date: December 29, 2008

ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Judith L. Lemm, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Shirley A. Farrell as Managing Counsel of **McDonald's Corporation, a Delaware corporation**, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party 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 29th day of December, 2008

Judith L. Lemm
Notary Public

My commission expires 3-3-2011

