

2025-005407

Klamath County, Oregon

07/01/2025 12:06:01 PM

Fee: \$107.00

Klamath Falls, OR  
1874 Avalon Street  
L/C: 036-0021  
File # 01151 (MS)

Prepared by: Timothy J. Slattery  
After recording, return to: Rose Anglo  
McDONALD'S CORPORATION  
110 N Carpenter St; 7th Floor  
Chicago, IL 60607-2101

## TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement ("**Agreement**") is dated June 30th, 2025, 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 to Franchise Realty Interstate Corporation, an Illinois corporation ("**Tenant**") whose address is 110 N Carpenter St, Chicago, IL 60607-2101.

Landlord and Tenant voluntarily and mutually terminate, cancel and rescind the Lease Agreement dated September 1, 1972, as amended by Amendment to Lease dated August 26, 1986, Option to Terminate Agreement dated June 1, 1987, and Second Amendment to Lease dated January 1, 2009, as may be amended or supplemented (collectively, the "**Lease**"), as evidenced by Lease dated September 1, 1972, recorded October 19, 1972, in Vol. M72, Page 11981, Memorandum of Lease dated February 2, 1989, recorded May 1, 1989 in Vol. M89, Page 7522, and Amended Memorandum of Lease dated January 1, 2009, recorded January 14, 2009 as Document 2009-000438 (collectively, the "**Memorandum**") in the Klamath County, Records in the State of Oregon, for the property described on Exhibit A attached ("**Site Parcel**").

Landlord and Tenant each release the other from all claims, demands, debts, causes of action, of whatever kind and nature, which have or could in the future arise due to the performance of their respective obligations under the Lease to the date of recording this Agreement.

Electronically Recorded By:  
**Fidelity National Title Insurance Company**  
2800 Corporate Exchange Drive, Suite 380  
Columbus, Ohio 43231  
File Number: GLW2500714

The parties execute this Agreement for the purpose of voiding the Lease and for no other purpose, except that specifically described. Notwithstanding anything to the contrary herein, the parties agree that the Lease is a multi-site composite lease instrument, and the parties only intend this Agreement to terminate the Lease as it pertains to the Site Parcel.

This Agreement is contingent upon Tenant or Tenant's nominee acquiring title to the above described real estate pursuant to Purchase and Sale Contract dated April 30, 2025, between Landlord and McDonald's USA, LLC, a Delaware limited liability company.

*[Remainder of page intentionally left blank. Signature pages to follow.]*

To indicate their consent to this Termination of Lease Agreement, the parties, or their authorized representatives or officers have signed this document.

**LANDLORD:**

RHC ASSOCIATES, a New York general partnership

By: Cushman Associates, LP,  
a Delaware limited partnership  
Its Managing General Partner

By: Cushman Associates LLC,  
a Delaware limited liability company  
Its General Partner

By: [Signature]  
Name: Stefan Cushman  
Title: Authorized Signatory

**ACKNOWLEDGMENT - LANDLORD**

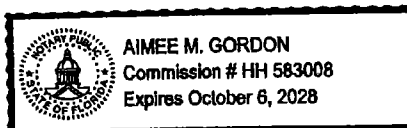
STATE OF FL )  
COUNTY OF Pinellas ) SS:

I, Aimee M. Gordon, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Stefan Cushman as RHC Associates LLC on behalf of RHC Associates LLC 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 entity for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of June 2025.

[Signature]  
Notary Public

My commission expires \_\_\_\_\_



To indicate their consent to this Termination of Lease Agreement, the parties, or their authorized representatives or officers have signed this document.

**TENANT:**

McDONALD'S CORPORATION, ✓  
a Delaware corporation

By: *Rebekah Czerwionka*

Name: Rebekah Czerwionka

Title: Senior Counsel

**ACKNOWLEDGMENT - TENANT**

STATE OF ILLINOIS     )  
                                      ) SS:  
COUNTY OF COOK     )

I, Tess O Troschuk, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rebekah Czerwionka, as Senior Counsel on behalf of **McDONALD'S CORPORATION, a Delaware corporation**, who is 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 entity for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23<sup>rd</sup> day of June, 2025.

*Tess O Troschuk*  
Notary Public

My commission expires 07/14/2027

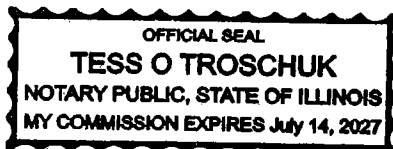


EXHIBIT A

LEGAL DESCRIPTION OF SITE PARCEL

**Klamath Falls, OR  
1874 Avalon Street  
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.