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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/19/2009 11:40:00 AM
FEE \$19.00 Pgs: 5
DEP eCASH REC'D FOR FOUNDERS TITLE CO - SLC

Prepared by: Jennifer Cohn
After recording, return to: Luann Reda
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

CLINTON, UTAH
2000 West Street
L/C: 043-0278
File #43955

F-71823 d

14-381-002

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE is dated March 9, 200~~8~~⁹ between **GRH CLINTON LLC, an Idaho limited liability company** and **HALKER PROPERTIES LLC, an Idaho limited liability company** (collectively "Landlord") whose address is 855 Broad Street, Suite 300, Boise, Idaho 83702-7153, 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.

WHEREAS, Landlord and Tenant entered into a Ground Lease dated October 19, 2007 (the "Lease"); and

WHEREAS, the Lease was evidenced by recording a Memorandum of Lease dated December 4, 2007 and recorded on December 7, 2007 as document number 2326286 ("Original Memorandum"); and

WHEREAS, the Original Memorandum was not executed by all of the required signatories under the Lease;

NOW THEREFORE, Landlord and Tenant now enter into this Amended Memorandum of Lease for the sole purpose of correcting the Original Memorandum to include the signatures of all the Landlord parties.

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

1. **TERM:** To have and to hold for a term commencing on October 19, 2007 and ending 20 years from the date when a McDonald's Restaurant constructed on the Premises opens for business.

2. **OPTION TO EXTEND:** The term of the Lease shall be automatically extended for 4 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.

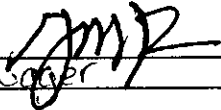
3. **FIRST REFUSAL:** Landlord grants to Tenant the right of first refusal to lease and purchase the Premises.

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 Ground Lease dated October 19, 2007 ("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.

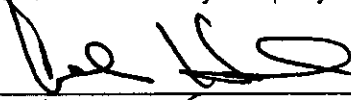
To indicate their consent to this agreement, the parties, or their authorized representatives or employees have signed this document.

LANDLORD:
GRH CLINTON LLC
an Idaho limited liability company

By 
Its manager

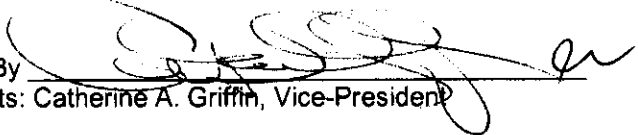
ATTEST:
By _____
Its _____


LANDLORD:
HALKER PROPERTIES LLC
an Idaho limited liability company

By: 
Its: manager

ATTEST:
By: _____
Its: _____

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

By 
Its: Catherine A. Griffin, Vice-President

ATTEST:
By 
Its: Timothy J. Slattery, Senior Counsel

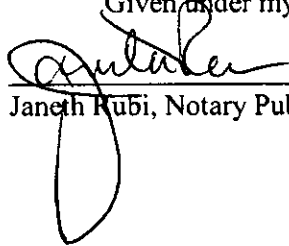
(Attach Acknowledgment of Signatures and Exhibit A)

McDonald's
ACKNOWLEDGMENT
(Attestation Required)

STATE OF ILLINOIS)
)SS:
COUNTY OF DUPAGE)

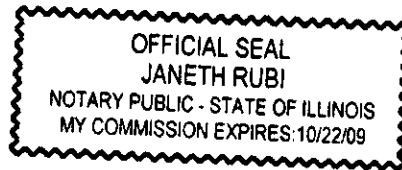
I, Janeth Rubi, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Vice President and Timothy J. Slattery, Senior Counsel of McDonald's USA, LLC, a Delaware limited liability company, who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Catherine A. Griffin, Vice President and Timothy J. Slattery, Senior Counsel, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Senior Counsel respectively, 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 9th day of December, 2008.



Janeth Rubi, Notary Public

My commission expires: 10/22/09



~~ACKNOWLEDGMENT - CORPORATE~~

STATE OF IDAHO)
)SS:
COUNTY OF ADA)

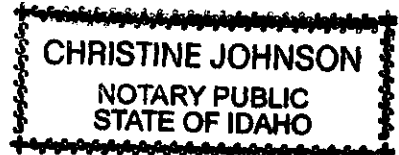
I, Christine Johnson, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Gary R. Hawkins, ~~President and~~ the Manager of GRH Clinton LLC, a(n) Idaho limited liability company corporation, who reside at _____, who ~~is~~ personally known to me to be the persons, whose names are subscribed to the foregoing instrument as such ~~President~~ Manager and _____, appeared before me this day in person and acknowledged that ~~they~~ he signed, sealed and delivered the said instrument as their ~~free and voluntary act as such~~ free and voluntary act as such Manager and _____ respectively and as the free and voluntary act of said ~~corporation~~ company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of March, 20 09.



Notary Public

My commission expires: 5/10/13



ACKNOWLEDGMENT - CORPORATE e

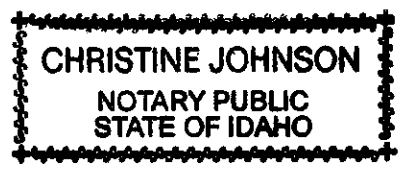
STATE OF IDAHO)
) SS:
COUNTY OF ADA)

I, Christine Johnson, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Noby Walker, ~~President and~~ the Manager of Walker Properties LLC, a(n) Idaho limited liability company ~~corporation~~, who reside at _____, who ~~is~~ personally known to me to be the persons whose names ~~are~~ subscribed to the foregoing instrument as such ~~President~~ Manager and _____, appeared before me this day in person and acknowledged that ~~they~~ he signed, sealed and delivered the said instrument as ~~their~~ his free and voluntary act as such Manager and company ~~respectively~~ and as the free and voluntary act of said ~~corporation~~ company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of March, 20 09.

Christine Johnson
Notary Public

My commission expires: 5/16/13



**LEGAL DESCRIPTION
EXHIBIT "A"**

Parcel 1:

Lot 2, PIONEER SQUARE SUBDIVISION, a part of the NW1/4 of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Clinton, Davis County, Utah, according to the official plat thereof on file and of record in the office of the Davis County Recorder.

also described as:

A parcel of land located in the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

Beginning at the northwest corner of Lot 2, Pioneer Square Subdivision, said corner being South 00°07'29" West 2,225.18 feet along the west line of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian and North 89°59'17" East 55.00 feet from the Northwest Corner of said Section 27, and thence along boundary of said Lot 2, the following eight courses: 1) North 89°59'17" East 275.00 feet, 2) South 00°07'29" West 10.00 feet, 3) North 89°59'17" East 33.00 feet, 4) South 00°07'29" West 130.00 feet, 5) south 89°59'17" West 251.00 feet, 6) North 00°07'29" East 8.52 feet, 7) South 89°59'17" West 57.00 feet and 8) North 00°07'29" East 131.48 feet to the POINT OF BEGINNING.

The following is shown for information purposes only: 14-381-0002

Parcel 2:

A Non-Exclusive easement for parking, ingress and egress as more fully set forth in Reciprocal Easement Agreement recorded February 5, 2004 in Instrument 1960275 in Book 3470 at Page 1005, records of Davis County, UT.

As amended by the following:

First Amendment to Reciprocal Easement Agreement and the terms, conditions and limitations contained therein:

Recorded: August 30, 2004

Entry No.: 2013948

Book/Page: 3613/1428

Reciprocal Easement Agreement with Covenants, Conditions and Restrictions and the terms, conditions and limitations contained therein:

Recorded: March 14, 2008

Entry No.: 2348867

Book/Page: 4490-134

Second Amendment to Reciprocal Easement Agreement and the terms and conditions contained therein:

Recorded: July 10, 2008

Entry No.: 2378855

Book/Page: 4571/646