

This instrument prepared by:  
W. Benjamin Johnson  
Burr & Forman LLP  
420 North 20<sup>th</sup> Street, Suite 3100  
Birmingham, Alabama 35203

COUNTY OF SHELBY       )  
  )  
STATE OF ALABAMA       )

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** entered into as of the 14th day of November, 2000 by and between **CENTURY MANAGEMENT AND DEVELOPMENT COMPANY, A DIVISION OF THE BARBER COMPANIES, INC., AN ALABAMA CORPORATION** ("Landlord") having a mailing address of 27 Inverness Center Parkway, Birmingham, Alabama 35242 and **MCDONALD'S CORPORATION, A DELAWARE CORPORATION** ("Tenant") having a mailing address of One McDonald's Plaza, Oak Brook, Illinois 60523: Attention: Director, U.S. Legal Department #091, L/C: 01-0398.

**RECITALS:**

Landlord and Tenant entered into that certain lease agreement (the "Lease") dated November 2, 2000 whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain real estate located in the City of Chelsea, Shelby County, Alabama.

**WITNESSETH:**

NOW, THEREFORE, pursuant to the provisions of the Lease, Landlord and Tenant mutually desire to execute this Memorandum of Lease in order to provide notice under the recording statutes of the State of Alabama:

1. The name of the Landlord is: Century Management and Development Company, a division of The Barber Companies, Inc., an Alabama corporation.

2. The name of the Tenant is: McDonald's Corporation, a Delaware corporation.

3. The term of the Lease commenced on November 17, 2000 and expires twenty (20) years from the date upon which a McDonald's restaurant is opened to the public for business.

4. The specific legal description of the leased premises is set forth in Exhibit A attached hereto and made a part hereof.

5. The options to renew or extend the term of this lease are as follows: Tenant may extend the term of the Lease for two successive periods of five (5) years each.

6. **Covenant Not To Compete:** Landlord covenants and agrees that, from the date hereof, with respect to real property owned, leased or controlled, directly or indirectly, by Landlord or any subsidiary of Landlord, it will not lease or sell any portion of the real property located on the north side of U.S. Highway 280 within 1,000 feet of the Demised Premises (the "Restricted Area") to be used or occupied as a one of the following restaurants operating under the listed trade names, or operating under any successor trade names: Arby's, Checkers, Burger Chef, Wendy's, Hardee's, Jack-in-the-Box, Blimpies, Carl's Jr., In and Out Burgers, Big Boy, Rally's, Burger King, White Castle, Krystal, Sonic, or Backyard Burgers (collectively, the "Prohibited Restaurants"), and that any deed or lease of such portion of the real property will contain a restrictive covenant prohibiting the use of such property as a Prohibited Restaurant until the end of the tenth year of the Lease; this restriction shall terminate upon the earlier of: (i) the end of the tenth year of the Lease; or (ii) six months after the date Tenant has ceased operating as a McDonald's hamburger restaurant facility, subject to closure for remodeling, repair or alterations or force majeure.

7. This Memorandum of Lease is binding upon and shall inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum of Lease to be executed, under seal, as of the date hereinabove written.

**LANDLORD:**  
CENTURY MANAGEMENT AND  
DEVELOPMENT COMPANY,  
a division of The Barber Companies, Inc.,  
an Alabama corporation

By: B. Austin Cunningham  
its: President

STATE OF Alabama )  
COUNTY OF Jefferson )

I, Jan Deeples, a Notary Public in and for said County in said State, hereby certify that B. Austin Cunningham, whose name as President of Century Management and Development Company, a division of The Barber Companies, Inc., an Alabama corporation, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this 6<sup>th</sup> day of December, 2000.

Jan Deeples  
Notary Public MY COMMISSION EXPIRES JANUARY 18, 2004  
My Commission Expires: \_\_\_\_\_

**TENANT:**

MCDONALD'S CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_

its: Assistant Vice President



STATE OF ILLINOIS )  
COUNTY OF DuPage )

I, Sharon A. Andrews, a Notary Public in and for said County in said State, hereby certify that Catherine A. Griffin, whose name as Assistant Vice President of McDonald's Corporation, a Delaware corporation, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, <sup>she</sup> ~~he~~, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this 21st day of December, 2000.

Sharon A. Andrews  
Notary Public

My Commission Expires: June 9, 2002





EXHIBIT A  
TO  
MEMORANDUM OF LEASE

The specific legal description of the leased premises is set forth as follows:

**LEASE TRACT**

ALL THAT TRACT OR PARCEL OF LAND SITUATED AND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, CITY OF CHELSEA, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE, NORTH 09°29'37" WEST, A DISTANCE OF 2,092.25 FEET, TO AN "X" SCRIBED IN CONCRETE ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280(VARIABLE WIDTH RIGHT-OF-WAY); THENCE, NORTH 10°37'01" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 27.63 FEET TO A 1/2" REBAR AND CAP SET; THENCE, SOUTH 79°21'26" WEST, PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 149.98 FEET TO A 1/2" REBAR AND CAP SET; THENCE, NORTH 10°38'27" WEST, A DISTANCE OF 237.48 FEET TO A PIN AND CAP FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 280(CHESSER DRIVE)(80' R/W); THENCE, NORTH 77°06'58" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 280, A DISTANCE OF 150.20 FEET TO A 1/2" REBAR FOUND; THENCE, SOUTH 10°37'01" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 280, A DISTANCE OF 243.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 36,071 SQUARE FEET OR 0.83 ACRE OF LAND, MORE OR LESS, AS SHOWN ON A LEASE AND TOPOGRAPHIC SURVEY FOR McDONALD'S CORPORATION, PREPARED BY DONALDSON, GARRETT AND ASSOCIATES, INC., DATED JULY 24, 2000. LAST REVISED AUGUST 30, 2000.

**LEGAL DESCRIPTION  
INGRESS/EGRESS EASEMENT**

ALL THAT TRACT OR PARCEL OF LAND SITUATED AND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, CITY OF CHELSEA, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE, NORTH 09°29'37" WEST, A DISTANCE OF 2,092.25 FEET TO AN "X" SCRIBED IN CONCRETE ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280(VARIABLE WIDTH RIGHT-OF-WAY) AT THE POINT OF BEGINNING; THENCE, SOUTH 79°21'26" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 149.97 FEET TO A PIN AND CAP FOUND; THENCE, NORTH 10°38'27" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 27.63 FEET TO A 1/2" REBAR AND CAP SET, THENCE, NORTH 79°21'26" EAST, PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 149.98 FEET TO A 1/2" REBAR AND CAP SET; THENCE, SOUTH 10°37'01" EAST, A DISTANCE OF 27.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,144 SQUARE FEET OR 0.09 ACRE OF LAND, MORE OR LESS, AS SHOWN ON A LEASE AND TOPOGRAPHIC SURVEY FOR McDONALD'S CORPORATION, PREPARED BY DONALDSON, GARRETT AND ASSOCIATES, INC., DATED JULY 24, 2000. LAST REVISED AUGUST 30, 2000.

Inst # 2001-00830

01/09/2001-00830  
12:59 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

005 HMB 252.50