

HELENA, ALABAMA
7210 WYNDHAM PKY
L/C: 001-0359 - File #41038

Prepared By: Martin W. Chmura, Esq.
After recording, return to: Catherine A. Jama
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

MEMORANDUM OF AMENDED AND RESTATED LEASE

THIS MEMORANDUM OF AMENDED AND RESTATED LEASE is dated as of June 14, 2004, between **SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation** ("Landlord"), whose address is 3250 Lacey Road, Suite 160, Downers Grove, Illinois 60515 and **McDONALD'S CORPORATION, a Delaware corporation** ("Tenant"), whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord leases to Tenant that certain land ("Site") in the City of HELENA, County of SHELBY, State of ALABAMA, evidenced by that certain Memorandum of Lease recorded April 30, 2001 as Instrument No. 2001-12333 of the Official Records of the County of SHELBY, State of ALABAMA (the "MOL") and as such Site is further described on Exhibit A attached hereto and made a part of this Memorandum of Amended and Restated Lease, together with the rights, easements, privileges and appurtenances belonging or appertaining to the ownership of the land comprising the Site. The MOL is hereby amended and restated by this Memorandum of Amended and Restated Lease.

1. **INITIAL TERM AND OPTIONS TO EXTEND:** TO HAVE AND TO HOLD for an initial term commencing on June 29, 2004 and ending on May 31, 2029. Additionally, Landlord grants to Tenant the option to extend the term of the lease at the expiration of the original term for 4 successive periods of 5 years each, aggregating a total of 20 years.
2. **OPTION TO PURCHASE:** Landlord grants to Tenant an option to purchase the Site.
3. **RIGHT OF FIRST OFFER:** Landlord grants to Tenant the Right of First Offer to Purchase the Site.
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 Amended and Restated Master Lease dated June 1, 2004 executed by the parties. This instrument is merely a Memorandum of Amended and Restated 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 as between the parties. This Memorandum of Amended and Restated Lease is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

[END OF TEXT.]
[SIGNATURES ON FOLLOWING PAGE.]

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

LANDLORD:

SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation

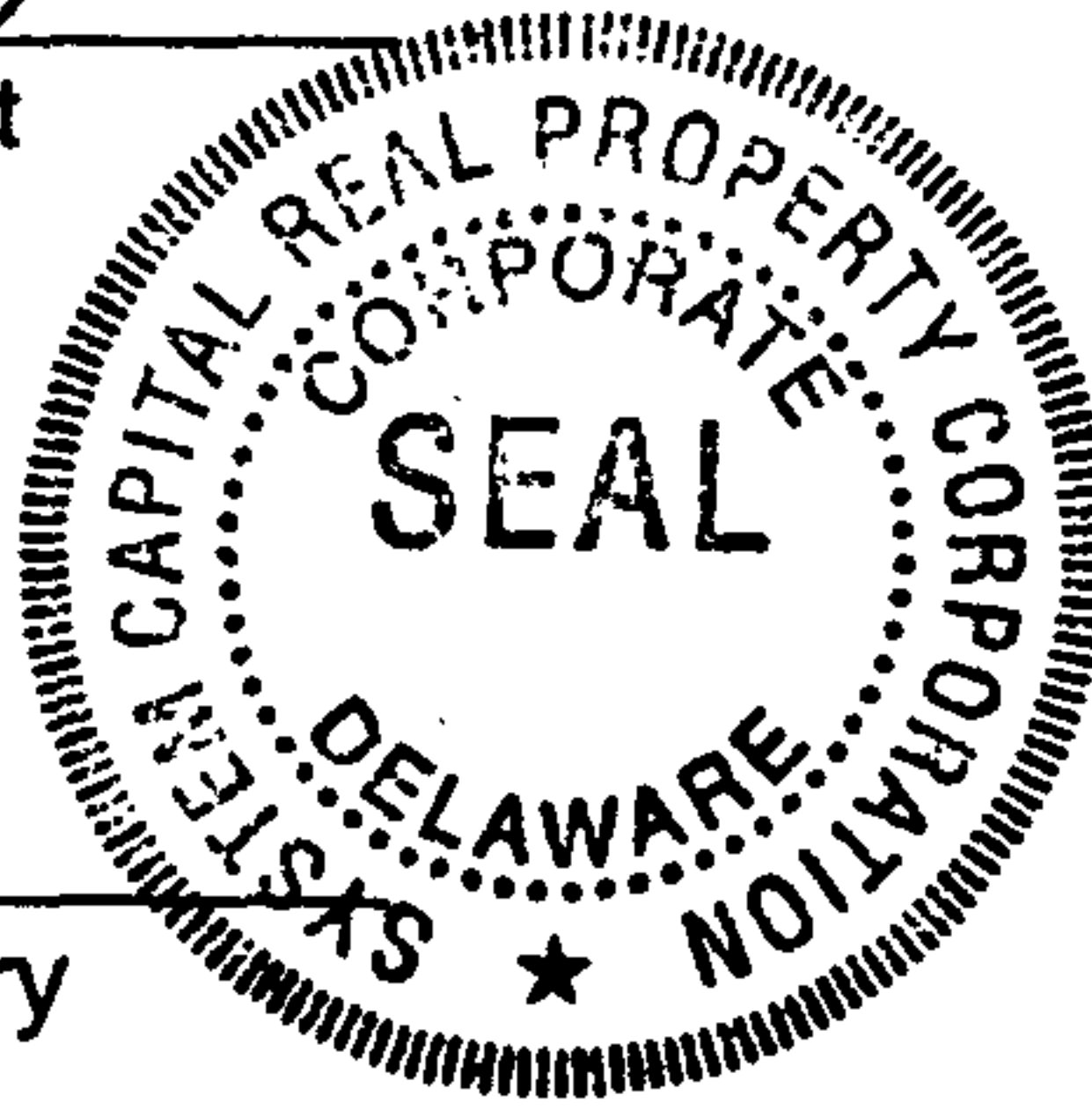
By: _____

Its: Y. S. Kong, Vice President

ATTEST:

By: _____

Its: Nancy Warmoth, Secretary



WITNESS

Brenda Martinez

Kevin Bellman

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

LANDLORD:

SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation

By: _____
Its: Nancy Warmoth, Treasurer

ATTEST:

By: _____
Its: Lois Lane-Kornbrot, Assistant Secretary

WITNESS

TENANT:

McDONALD'S CORPORATION, a Delaware corporation

By: _____
Its: Catherine A. Griffin, Vice President

ATTEST:

By: _____
Its: Kathleen M. Kuta, Assistant Secretary

WITNESS

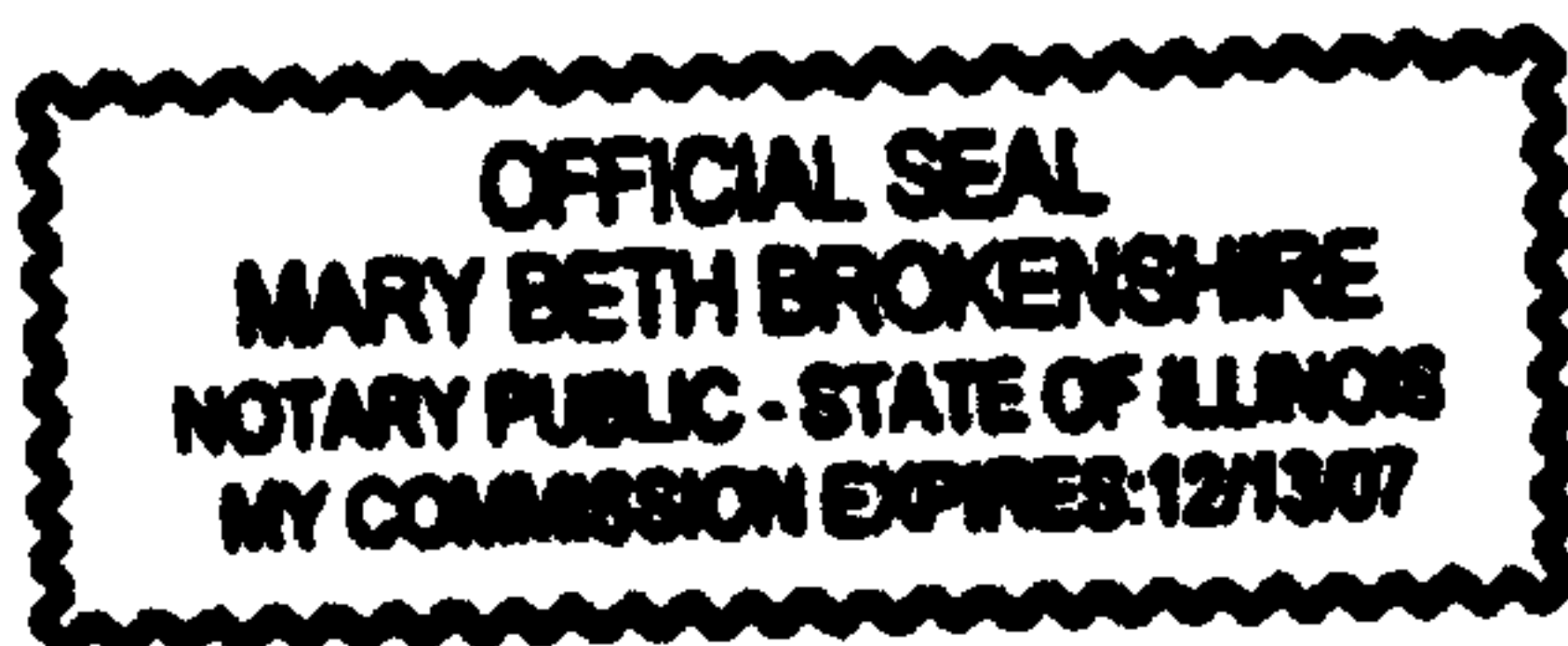
[NOTARY PAGE TO FOLLOW]

State of Illinois

DuPage County

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Catherine A. Griffin, Vice President and Kathleen M. Kuta, Assistant Secretary, whose named as Vice President and Assistant Secretary of McDonald's Corporation, a Delaware corporation is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 28th day of May, 2004.



Mary Beth Brokenshire

Mary Beth Brokenshire, NOTARY PUBLIC

State of Illinois

DuPage County

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Y. S. Kong, Vice President, and Nancy Warmoth, Secretary, whose named as Vice President and Secretary of System Capital Real Property Corporation, a Delaware corporation is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 28th day of May, 2004.



Mary Beth Brokenshire

Mary Beth Brokenshire, NOTARY PUBLIC

Exhibit "A"

Lot 1A, according to the plat of Helena Marketplace, as recorded under Instrument Number 1998-49934, in Map Book 24, page 141, in the Office of the Judge of Probate of Shelby County, Alabama.

And also described as follows:

All that tract or parcel of land situated and lying in the East half of the Southeast quarter of Section 21, Township 20 South, Range 3 West, City of Helena, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast quarter of the Southeast quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama; thence Westerly along the quarter line, a distance of 596.95 feet to a point; thence left 90° 00' 00" a distance of 360.00 feet to a pin and cap, stamped "Carr 00010", found on the Southerly right of way line of Wyndham Parkway (60 foot right of way); thence North 85° 56' 54" West along said Southerly right of way line of Wyndham Parkway, a distance of 483.13 feet to a pin and cap, stamped "Carr 0010" found at the point of beginning; thence, South 01° 14' 09" West leaving said Southerly right of way line of Wyndham Parkway, a distance of 182.73 feet to a spike found; thence North 88° 44' 21" West, a distance of 202.27 feet to a PK nail found on the Westerly right of way line of Shelby County Road 17 (80 foot right of way); thence North 01° 12' 56" East, along said Westerly right of way line of Shelby County Road 17, a distance of 193.92 feet to a pin & cap, stamped "Carr 00010" found on the Southerly right of way line of Wyndham Parkway; thence South 85° 34' 28" East along the Southerly right of way line of Wyndham Parkway, a distance of 202.65 feet to the point of beginning.

Together with a nonexclusive easement for vehicular and pedestrian ingress and egress over and across the following described property:

Lot 1, according to the map of Helena Marketplace, as recorded in Map Book 24, page 141, in the Probate Office of Shelby County, Alabama.

Together with a 15 foot drainage easement as shown in Map Book 24, page 141, in the Probate Office of Shelby County, Alabama and further described as:

All that tract or parcel of land situated and lying in the East half of the Southeast quarter of Section 21, Township 20 South, Range 3 West, City of Helena, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the Northeast quarter of the Southeast quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama; thence Westerly along the quarter line, a distance of 596.95 feet to a point; thence left 90° 00' 00" a distance of 360.00 feet to a pin & cap, stamped "Carr 00010" found on the Southerly right of way line of Wyndham Parkway (60 foot right of way); thence North 85° 56' 54" West, along said Southerly right of way line of Wyndham Parkway, a distance of 483.13 feet to a pin & cap, stamped "Carr 00010" found; thence South 01° 14' 09" West, leaving said Southerly right of way line of Wyndham Parkway, a distance of 104.40 feet to the point of beginning; thence South 01° 14' 09" West a distance of 15.00 feet to a point; thence North 89° 14' 08" West a distance of 25.00 feet to a point; thence North 01° 14' 09" East a distance of 15.00 feet to a point; thence South 89° 14' 08" East a distance of 25.00 feet to the point of beginning.