

Notwithstanding this assignment Assignor (Lessor) reserves the right to amend, modify, cancel or accept the surrender of said lease and the right to enter into a new lease with Lessee or with Lessee's successors or assigns or with a person, firm or corporation unrelated to Lessee; provided, however, -- and Assignor so covenants and agrees -- that under no circumstances shall Assignor modify, revise, amend or extend said lease or enter into a new lease with said Lessee or with anyone else for a term which is longer or for rental which is less or which contains renewal, extension or purchase options that are not contained in said lease and provided further that Assignor shall promptly notify Assignee respecting (i) any amendment, modification, cancellation or surrender of said lease or (ii) any negotiation and execution of a replacement lease with Lessee or with another person, firm or corporation. Moreover, notwithstanding this assignment Assignor reserves the right to make or to permit Lessee to make changes, alterations or additions to existing improvements; provided, however, -- and Assignor so covenants and agrees -- that under no circumstances shall Assignor agree to such changes, alterations or additions unless they are equal in value to existing improvements or will substantially increase the value of existing improvements, and provided further that Assignor shall promptly notify Assignee respecting any substantial (that is, exceeding \$10,000.00 in cost or value) remodeling, repair, alteration or demolition of existing improvements upon the leased premises.

Rentals and other sums (if any) paid to and received by the Assignee shall be held, without allowance of interest, and shall be applied by it for the following purposes, the priority and application of such funds being within the sole discretion of the Assignee:

- (1) to the payment of principal and interest installments on the mortgage loan as and when the same become due and payable;
- (2) to the making of ~~any~~ required deposits in an escrow fund for the future payment of taxes, assessments and insurance premiums;
- (3) to the payment to Assignee of ~~any~~ other sums due it under its said note and mortgage or under this assignment;
- (4) any amount not applied as above provided and remaining in the hands of the Assignee may, at its option, on the first day of April of each year, be applied by the Assignee to one or both of the following:
 - (a) to the prepayment of principal in inverse order of its maturity; or
 - (b) be refunded to the Assignor.

Whenever used herein the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

MAR 27 1973
X 27146 X

Executed as of this 12th day of March, 1973.

Signed, Sealed and Delivered
in presence of: [Signature] BY: Lois [Signature]
Vice President

[Signature] Attest: [Signature]
Assistant Secretary

(CORPORATE SEAL)

STATE OF ILLINOIS }
COURTY OF DuPage } SS:

Before me, Mary T. McShane, a Notary Public in and for DuPage County, Illinois, personally appeared John D. Pembroke, who being duly sworn, says that he saw the corporate seal of McDonald's Corporation affixed to the foregoing instrument, and that he saw Lois [Signature], Vice President, and [Signature], Assistant Secretary of McDonald's Corporation, sign and attest the same, and that he, with Stephen D. [Signature], witnessed the execution and delivery thereof, as the act and deed of said McDonald's Corporation.

SWORN to and subscribed before me this 12th day of March, 1973.

My commission expires: March 3, 1976.
Mary T. McShane
Notary Public in and for
DuPage County, Illinois.

This instrument was prepared by Katherine M. Yaple for The Lincoln National Life Insurance Company.

Assignment Of Lease Recorded March 27, 1973 at 4:55 P. M., # 27146