

P Book 86 Pg 501

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ASSIGNMENT OF MASTER LEASE AND RENTS

Dated as of February 1, 1997

From

System Capital Real Property Corporation

Landlord

to

Chase Bank of Texas National Association,
as Securities Intermediary,

and

System Capital Finance Corporation
Assignee

This instrument was prepared by
and upon recordation should
be returned to:

Chase Bank of Texas National Association, as
Collateral Agent
600 Travis, 49th Floor
Houston, Texas 77002
Attention: Norma Galarza
Trust Department, Asset Backed Securities Section

L/c # 023 - 0234

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ATTACHMENTS TO ASSIGNMENT OF MASTER LEASE:

Exhibit B — Consent and Agreement of Tenant

THIS ASSIGNMENT OF MASTER LEASE dated as of February 1, 1997 (herein, as the same may be hereafter amended or supplemented from time to time, called the "Assignment Agreement"), is from System Capital Real Property Corporation (the "Landlord") to Chase Bank of Texas National Association, as securities intermediary (the "Securities Intermediary") under the Control Agreement (as hereinafter defined) for the benefit of System Capital Finance Corporation and its successors and assigns (the "Assignee").

Capitalized terms not otherwise defined in this Assignment Agreement shall have the respective meanings assigned thereto in the Master Lease and Annex X attached hereto and made a part hereof.

PRELIMINARY STATEMENT

The sites have been leased by the Landlord to the Tenant (hereinafter referred to as the "Sites") pursuant to that certain Master Lease Agreement dated as of January 1, 1997 between Landlord and Tenant (herein, as the same may be hereafter amended or supplemented from time to time, called the "Master Lease"). The Sites consist of the Landlord's right, title and interest in and to the real property described in the Master Lease as the same may be amended or supplemented from time to time. One of the Sites is described in Exhibit A attached hereto.

The RP Notes are to be issued by the Landlord to the Assignee to obtain funds to finance the purchase of the Landlord's interest in the Sites. The Landlord, the Assignee and the Securities Intermediary have executed and delivered the Control Agreement dated as of February 19, 1997 pursuant to which the Landlord and the Assignee have transferred, assigned, pledged and conveyed all of the Landlord's estate, right, title and interest in and to the Master Lease, as more particularly described therein, to the Securities Intermediary.

NOW, THEREFORE, the Landlord hereby agrees for the benefit of System Capital Finance Corporation, the Assignee as follows:

SECTION 1. COLLATERAL ASSIGNMENT OF MASTER LEASE.

The Landlord, in consideration of the premises and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and as security for the payment of the principal and interest and other sums payable on the RP Notes by the Landlord and the performance and observance by the Landlord of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to the Securities Intermediary for the benefit of the Assignee, (1) all of the Landlord's estate, right, title, interest, claim and demand as the Landlord under the Master Lease, including all extensions and renewals of the term of the Master Lease, and all existing or future amendments, supplements or modifications of the Master Lease (and to any short form memoranda of the Master Lease executed for recording purposes), together with all rights, powers, privileges, options and other benefits of the Landlord under the Master Lease, including, without limitation (a) the immediate and continuing right to receive and collect all rent income, revenues, issues, profits, insurance proceeds, condemnation awards, bankruptcy claims, liquidated damages,

purchase price proceeds and other payments, tenders and security payable to or receivable by the Landlord under the Master Lease; (b) the right to give and withhold all waivers, consents, modifications, releases, amendments and agreements under or with respect to the Master Lease; (c) the right to give and receive copies of all notices and other instruments or communications under or pursuant to the Master Lease; (d) the right to take such action upon the occurrence of a RP Event of Default, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Master Lease or by law; (e) the right to do any and all other things whatsoever which the Landlord is or may be entitled to do thereunder; (2) the securities account (the "Account") established by the Securities Intermediary, located at 600 Travis, 49th Floor, Houston, Texas 77002 Attention: Global Trust Services, pursuant to the Control Agreement and entitled "System Capital Finance Corporation Securities Account," as such Account shall be originally established and as such Account may be constituted in the future and in all of the following: (a) any free credit balance or other money, now or hereafter credited to, or owing from Securities Intermediary to Landlord in respect of, the Account; (b) any money, securities (certificated or uncertificated), securities entitlements, commodities contracts, instruments, documents, general intangibles, financial assets or other investment property held in or distributed from the account, now or in the future; (c) all books and records relating thereto; (d) all proceeds of the sale, exchange, redemption or exercise of any of the foregoing thereof, including but not limited to, any dividend, interest payment or other distribution of cash or property or otherwise in respect thereof; and (e) any rights incidental to the ownership of any of the foregoing, such as voting, conversion, subscription and registration rights and rights of recovery for violations of applicable securities laws; and (3) all proceeds of each of the foregoing.

SECTION 2. ASSIGNMENT AS COLLATERAL SECURITY.

The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish any obligations of the Landlord as Landlord under the Master Lease, nor impair, affect or modify any of the terms and conditions of the RP Note, nor shall any of the obligations of the Landlord under the Master Lease be imposed upon the Securities Intermediary or the Assignee, including, but not limited to, collecting rent or enforcing performance by the Tenant.

Without limiting the generality of the foregoing, neither the Securities Intermediary nor the Assignee shall be obligated to perform or discharge, nor does the Securities Intermediary or Assignee hereby undertake to perform or discharge, any obligation, duty or liability of the Landlord under the Master Lease or under or by reason of this Assignment Agreement. The Landlord does hereby waive any and all liability, loss or damage which may or might be asserted against the Securities Intermediary or the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Master Lease to be performed or discharged by the Landlord thereunder, provided, however, if the Securities Intermediary or the Assignee does undertake any such action, the Landlord shall retain any rights it may have with respect thereto under the Master Lease. It is further understood and agreed that this Assignment Agreement shall not operate to place responsibility for the control, care, management or repair of the Sites upon the

Securities Intermediary or the Assignee, nor for the carrying out of any of the terms and conditions of the Master Lease, in any such case binding upon or applicable to the Landlord, nor shall it operate to make the Securities Intermediary or the Assignee responsible or liable for any waste committed on the Sites by the Tenant or any person other than by the Assignee, or for any dangerous or defective condition of the Sites, or for any negligence of the management, upkeep, or repair or control of the Sites resulting in loss or injury or death to the Tenant, any sublessee, sublessor, licensee, employee or stranger other than by the Assignee.

This Assignment is a present assignment, effective immediately upon the execution and delivery hereof by Landlord and shall continue in effect until the indebtedness is finally and irrevocably paid in full.

SECTION 3. POWER OF ATTORNEY IN RESPECT OF THE MASTER LEASE.

Landlord does hereby irrevocably constitute and appoint the Securities Intermediary its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead to (a) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for all rent due under the Master Lease, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any RP Event of Default, sue for, compound and give acquittance for, or settle, adjust or compromise any claim for any and all such payments pursuant to the Master Lease, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Landlord or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Securities Intermediary on behalf of the Assignee in and to such rent and other sums and the security intended to be afforded hereby.

SECTION 4. ACTIONS WITH RESPECT TO THE MASTER LEASE.

The Landlord covenants and agrees to abide by and perform each and all of the covenants of the Landlord contained in the RP Note to the same extent and with the same force and effect as if each and all said terms were set out and repeated herein at length.

SECTION 5. ASSIGNEE DESIGNATED RECIPIENT; NOTICES BY LANDLORD.

The Landlord hereby directs the Tenant to deliver or remit directly to the Assignee's designee, the Securities Intermediary, at its address set forth in the Control Agreement all payments pursuant to the Master Lease, by wire transfer of Federal or other funds current and immediately available to the Securities Intermediary on behalf of the Assignee on the due date thereof. The Landlord hereby agrees to deliver to the Assignee, in the manner provided for in Section 11(a) hereof, copies of all notices and other instruments or communications required or permitted to be given by the Landlord under the Master Lease pursuant thereto which are not by their express terms required to be delivered to the Assignee.

Landlord shall promptly give Assignee written notice of any default or circumstances of which RP Lender has actual knowledge that are likely to result in a default (such circumstances referred to as an "Anticipated Default") under the Master Lease, and, in any

event, shall give such notice in sufficient time to enable Assignee to cure such default or Anticipated Default prior to the applicable party having a right to terminate by reason of such default.

SECTION 6. IRREVOCABILITY; SUPPLEMENTAL INSTRUMENTS.

The Landlord agrees that the assignment made hereby and the designation and direction to the Tenant hereinabove set forth are irrevocable, and that the Landlord will not, while said assignment is in effect or thereafter until the Tenant has received from the Assignee written notice of the termination of said assignment or shall have otherwise terminated in accordance with Section 11(e) hereof, take any action as the Landlord under the Master Lease or otherwise which is inconsistent with said Assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Landlord will from time to time, upon request of the Assignee, execute all instruments of further assurance and all such supplemental instruments as the Assignee may reasonably request or as may otherwise be necessary to vest the Securities Intermediary on behalf of the Assignee with a first priority security interest in and lien on the RP Collateral assigned or which was intended to be assigned by this Assignment Agreement.

SECTION 7. AMENDMENTS OF THE MASTER LEASE.

In the event that the Master Lease shall be amended or supplemented, the Master Lease, as so amended or supplemented shall continue to be subject to the provisions of this Assignment Agreement without the necessity of any further act by any of the parties hereto.

SECTION 8. TENANT'S CONSENT AND AGREEMENT.

RP Borrower hereby represents and warrants that the form of the consent and agreement by the Tenant to the provisions of this Assignment Agreement as set forth in Exhibit B hereto has been duly executed and delivered by the Tenant.

SECTION 9. REMEDIES CUMULATIVE.

Each right, power and remedy of the Assignee provided for in this instrument or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Assignment Agreement or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by the Assignee of any one or more of such rights, powers or remedies shall not preclude the further exercise thereof or the simultaneous or later exercise by the Assignee of any or all such other rights, powers or remedies. No failure or delay on the part of the Assignee to exercise any such right, power or remedy (including, without limitation, the granting by the Assignee of consent to any action by Landlord or the Tenant) shall operate as a waiver thereof.

SECTION 10. MISCELLANEOUS.

(a) All notices, requests, offers, consents and other instruments given pursuant to this Assignment Agreement shall be delivered in accordance with the procedures set forth in the Real Property Loan Agreement and the Master Lease.

(b) This Assignment Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The headings to the various paragraphs of this Assignment Agreement have been inserted for convenience of reference only and shall not modify, define, limit or expand the express provisions of this Assignment Agreement. Neither this Assignment Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument signed by the parties hereto. If any provision of this Assignment Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Assignment Agreement and any other application of such provision shall not be affected thereby.

(c) THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AS TO THE PROPERTY PURSUANT TO THE LAWS OF THE STATE OF TEXAS.

(d) Upon payment in full of all indebtedness secured by this Assignment Agreement, the RP Note and performance of all other obligations secured hereby and thereby this Assignment Agreement and the lien created hereby shall terminate and be of no further force and effect and all property, rights and interests hereby conveyed, assigned or pledged shall revert to the Landlord; and, the Assignee, or the Securities Intermediary on behalf of the Assignee, shall, at the Tenant's expense, do, execute, acknowledge and deliver each and every deed, conveyance, transfer, discharge and release in recordable form necessary or proper to evidence the release, satisfaction and discharge of this Assignment Agreement.

* * * *

IN WITNESS WHEREOF, the Landlord has caused this Assignment Agreement to be duly executed and delivered, in its name and behalf, all as of the date and year first above written.

SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation

BY: Raymond Voros
Name: Raymond Voros
Title: Vice President

**ACKNOWLEDGMENT
SYSTEM CAPITAL REAL PROPERTY CORPORATION
(No attestation required)**

STATE OF ILLINOIS)
) §:
COUNTY OF DUPAGE)

I, Patricia D. Scudero, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Raymond Voros, Vice President of System Capital Real Property 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 Vice President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Vice President and 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 11 day of August, 2000.

Patricia D. Scudero
Notary Public

My commission expires November 30, 2003.



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EXHIBIT B
(to Assignment of Master Lease and Rents)

CONSENT AND AGREEMENT
OF TENANT

THIS CONSENT AND AGREEMENT dated as of February 1, 1997, by McDonald's Corporation (the "Tenant") for the benefit of System Capital Finance Corporation (the "Assignee") to the assignment made under the Assignment of Master Lease and Rents dated as of February 1, 1997 (the "Assignment Agreement") from System Capital Real Property Corporation (the "Landlord") to Chase Bank of Texas National Association as Securities Intermediary for the benefit of the Assignee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment Agreement and Annex X.

1. The Tenant hereby consents to the terms and provisions of the Assignment Agreement and agrees it will deliver or remit directly to the Assignee or its designee, initially the Securities Intermediary: (a) copies of all notices and other instruments required or permitted to be given or made by the Tenant pursuant to the Master Lease, and (b) all rent, including, without limitation, payments pursuant to Article 2 of the Master Lease, profits, insurance proceeds, condemnation awards, liquidated damages and other payments, now or hereafter due and payable to or receivable by the Landlord under the Master Lease and without notice or demand, and without any offset, deduction, defense, abatement, suspension, deferment, diminution or reduction for any reason so that said funds shall at all times be available for payment of interest and principal due on the RP Note, except as expressly provided in the Master Lease. The Tenant will make such payments to the Assignee's designee, the Securities Intermediary, by wire transfer of Federal or other immediately available funds on the respective due dates of such Rent or other payments before 11:00 a.m. Houston, Texas time. If the Tenant shall make any delivery or remittance inconsistent with this consent, such delivery or remittance shall be neither valid nor effective as a delivery or remittance for purposes of the Master Lease or the Assignment. Actual receipt by the Securities Intermediary of the rent shall alone constitute payment and delivery thereof. The Tenant further agrees that it will not assert any offset, counterclaim, deduction or defense in any proceeding brought under the Assignment Agreement or otherwise, nor for any reason seek to recover from the Assignee any monies paid to the Assignee by virtue of the Assignment Agreement, except as expressly provided in the Master Lease.

2. The Tenant agrees that its obligations hereunder shall be absolute and unconditional, shall not be subject to any counterclaim, setoff, recoupment, deduction or defense (except for a defense of payment made or not yet due) based upon any claim the Tenant may have against the Landlord, the Assignee, or the Securities Intermediary and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by any circumstance or condition (whether or not the Tenant shall have any knowledge or notice thereof), including, without limitation: (a) any amendment or modification of or supplement to the Real Property Loan Agreement, the RP Note, the Master Lease, the Assignment Agreement, this instrument or any other instrument or any assignment or transfer of any thereof, or any furnishing or acceptance of additional security, or any release of any security, for the RP Note; (b) any waiver, consent, extension, indulgence or other action or inaction under or in respect of any such instrument, or any exercise or non-exercise of any right, remedy, power or privilege under or in respect of any such instrument; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding with respect to the Landlord, the Assignee or the sites or creditors of any such party; (d) any invalidity or unenforceability, in whole or in part, of the Master Lease, the Assignment Agreement or any term hereof or thereof; (e) any failure on the part of the Landlord for any reason to perform or comply with any term of the RP Note, the Master Lease or the Assignment Agreement; or (f) any other occurrence whatsoever.

3. The Tenant agrees that it will remain obligated under the Master Lease in accordance with its terms and that it will not take any action to terminate (other than pursuant to its rights under the Master Lease to do so), rescind or avoid the Master Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Landlord or any other Landlord under the Master Lease, and notwithstanding any action with respect to the Master Lease which may be taken by any trustee or receiver of the Landlord or by any court in such proceeding.

Document Number:
6-28-00/:38PM

LEGAL DESCRIPTION

P Book 86 Pg 517 Southaven,

Lot No. 7 of The South Lake Commercial Subdivision, Second Addition, in Section 36, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, according to the Plat of said Subdivision on file in Plat Book 81, Page 19 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

MS

Goodman

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Arways

4/023-0234

Being more particularly described as follows: Commencing at the accepted Northeast corner of Section 36, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, being the intersection of the centerline of Goodman Road (Mississippi No. 302) with the centerline of Airways Boulevard; thence run West for a distance of 341.69 feet; thence run South for a distance of 69.54 feet to an iron pin and the POINT OF BEGINNING; thence run South 00 degrees 39 minutes 47 seconds East for a distance of 201.43 feet to an iron pin; thence continue South 00 degrees 39 minutes 47 seconds East for a distance of 200.8 feet to an iron pin; thence run South 81 degrees 38 minutes 16 seconds West for a distance of 192.22 feet to an iron pin; thence run North 00 degrees 08 minutes 18 seconds West for a distance of 251.5 feet to an iron pin on the South right-of-way line of Goodman Road (Mississippi No. 302); thence run along said South right-of-way line as follows: South 88 degrees 25 minutes 04 seconds East for a distance of 108.38 feet to an iron pin; North 89 degrees 19 minutes 03 seconds East for a distance of 79.89 feet to the Point of Beginning.

All lying and being in the Northeast Quarter of Section 36, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi and containing 1.0238 acres.

CERTIFICATE OF SURVEYOR

I hereby certify to Lawyers Title Insurance Company and System Capital Real Property Corporation and McDonald's Corporation that this plot has been compiled from a survey actually made on the ground under my supervision on February 22, 2000, that it is correct and complies with the requirements provided by McDonald's Corporation and Minimum Standards of the State of Mississippi for a Class 'A' Survey.

Date: April 10, 2000

Thomas R. Dakos

Thomas R. Dakos, P.L.S. #1654

SURVEYOR'S NOTES:

- 1. Setback Lines shown per Recorded Plat for South Lake Commercial Subdivision, Second Addition.
- 2. Car Wash Canopy is located approximately 0.1 feet from property line, does not encroach.
- 3. Property is located in a Zone X areas determined to be...