95-01885

Prepared by and After Recording, Return To:

James D. Montgomery, Jr.
Real Estate Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

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COVENANT NOT TO COMPETE

Under Lease dated June 1, 1994. BRENTWOOD CROSSING ASSOCIATES, ("Landlord") whose address is 23123 S. State Road 7. Suite 255, Barnett Bank Building, Boca Raton, FL 33428, Attention: James N. Gordon and 1001 E. Cherry Street, Suite 308, Columbia, MO 65201, Attention: E. Stanley Kroenke leased to McDONALD'S CORPORATION, a Delaware corporation, whose address is One McDonald's Plaza, Oak Brook, Illinois 60521 ("Tenant") a parcel of land described on Exhibit A attached ("Demised Premises").

Landlord and Tenant wish to set forth their obligations regarding the Covenant Not To Compete.

THEREFORE, Landlord and Tenant covenant and agree as follows:

1. For so long as McDonald's is utilizing the premises as a McDonald's restaurant, and for so long as McDonald's has not defaulted under any of the terms and conditions of the lease. Landlord covenants and agrees that Lot 2, Lot 5, Lot 6, and Lot 7, each lot being an outlot within Brentwood Crossing, a subdivision in Sarpy County. Nebraska, as shown in Plat recorded December 26, 1990, as instrument No. 90-18556, shall, not, during the term of the lease and any extensions thereof, be leased, used, or occupied as a restaurant. Restaurant shall be defined as follows in paragraphs 2 and 3:

2. Throughout the lease term, the term Restaurant, as used in paragraph 1 shall mean any food service establishment selling:

hamburgers, or any other type beef products, served in sandiwch form.

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Additionally, and not by way of example, throughout the lease term, the term Restaurant shall specifically include restaurants operating under the following listed trade names or the successors of these trade names: Burger Chef. Burger King, Carl's Jr., Hardees, In and Out Burgers Rally's, Wendy's, and White Castle. In addition, Taco Bell shall be included within the term Restaurant (i.e. barred from the restricted outlots) for the first 48 months after Tenant initially opens for business.

3. Throughout the lease term, all restaurants which offer as a primary indoor method of service for all meal times offered, order taken by and served by a waiter or waitress at the customer's table or orders brought to the customer's table by a server, as well as the following types of retaurants or combinations thereof:

delicatessens and/or bagel restaurants submarine sandwich restaurants gyros restaurants hot dog restaurants



oriental restaurants
buffet (food bar) restaurants
steakhouses
barbecue restaurants
Mexican restaurants
restaurants operating under the following listed trade names or the successors of these trade names: Boston Chicken, Kenny Rogers Chicken, Miami Subs. Subway or Subway
Sandwiches, Lone Star Steakhouse

are fully approved and not considered a violation of this restriction or covenant, and are not included in the term Restaurant. In addition, Taco Bell will be excluded from the term Restaurant (i.e. allowed on the restricted outlots) after 48 months have elapsed after Tenant initially opens for business.

4. OTHER EXCLUSIVES

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Any violation of this paragraph shall immediately be a default under the Lease.

4A) McDonald's shall not violate any restrictions placed on the property in the Declaration of Restrictions, as amended, (the "Declaration"), which is recorded against the entire shopping center. Brentwood Crossing Associates may amend the Declaration at its discretion provided the changes do not physically affect the McDonald's parcel or place any additional restriction on the use thereof.

4B) McDonald's shall not violate the restriction granted to Summer Kitchen Cafe, a copy of which is attached hereto and made a part hereof, Attached as Etibit C

4C) From time to time, Landlord, at its sole discretion, may grant restrictions in favor of other tenants in the shopping center, provided the restrictions granted by Landlord to the tenant other than McDonald's shall exempt McDonald's if McDonald's is already selling the item(s) at this location. These restrictions, as they are granted, shall apply to the McDonald's parcel, unless it is exempted as provided for above. If McDonald's decides to discontinue operating as a McDonald's restraurant, or if as a McDonald's restaurant, it discontinues the sale of hamburgers; or if McDonald's is allowed by Landlord to assign, sublet, or otherwise transfer its rights to use this parcel to another entity and does so, then McDonald's or such transferee shall not violate the use restrictions in the rest of the leases of the shopping center. McDonald's may assign this lease to a franchisee or a wholly owned subsidiary without Landlord's consent provided that McDonald's Corporation remains fully liable for satisfaction of the terms and conditions of this lease.

Landlord agrees to supply McDonald's or such transferee with a list of all of the exclusives granted to all the tenants of the center within fifteen (15) days after receiving a request to do so, and McDonald's acknowledges that this list of exclusives shall change over time, and therefore, any list sent to McDonald's or said transferee shall have a limited lifetime of not more than 90 days. McDonald's or said transferee shall not make more than two requests per calendar year.

Landlord and Tenant agree to abide by the previous convenants and obligations, and that Landlord's obligations shall run with the land and shall inure to the benefits of the Tenant so long as the Tenant is utilizing the premises as a McDonald's restaurant and McDonald's has not defaulted under any of the terms and conditions of the Lease Agreement and shall be binding upon Landlord's and Tenant's heirs, executors, successors and assigns.

contained and Tenant have executed this	s Covenant on this 44 day of 1995
LANDLORD: BRENTWOOD CROSSIN	GA TENANT: McDONALD'S CORPORATION By: Michael J. See Assistant Vice President
AFFIDAVITO	FOWNERSHIP BY LANDLORD
y ====== Criscis and that	st duly swom on oath deposes and states that they are the they have title to the property described on Exhibit B attached. have set their hands this and day of Feb.
	AFFIANTS/
4	
Subscribed and swom to before me this	and day of Feb. 1095
OFFICIAL NOTARY SEAL	Ei R. Longard
EVI R LOMBARD	Notary Public
NOTARY PUBLIC STATE OF FLORIDA COMMESSION NO. CC216075 MY COMMESSION EXP. JULY 21,1996	My commission expires July 21, 1996
PLEASE ATTACH PROPER ACKNOWL	EDGMENT FOR STATE WHERE DOCUMENT IS TO BE
TO LANDER WALLED TO THE PROPERTY OF THE PROPER	PESCRIPTION OF DEMISED PREMISES, AND EVENER
B (LEGAL DESCRIPTION	OF LANDLORD'S OTHER PROPERTY

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ACKNOWLEDGMENT - McDONALD'S

TATE OF ILLINOIS)) SS:
OUNTY OF DUPAGE	1
L Sueann Fisher, a Noza Assistant Vice President of erson whose name is subset a person and acknowledged Assistant Vice President and	McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same mcDonald's Corporation, a Delaware corporation, who is personally known to me to be the same ribed to the foregoing instrument as such Assistant Vice President appeared before me this day is that he signed, sealed and delivered the said instrument as his free and voluntary act as such id as the free and voluntary act of said corporation for the uses and purposes therein set forth. Industrial seal, this 5th day of January, 1995.
I	My commission expires 02214 FURNATION Public
	ACKNOWLEDGMENT - INDIVIDUAL
STATE OF FLORIDA	•
OUNTY OF PALH DE	ACH SS:
EVI R. LOHE N. 60 KDON and Hersontsi whose nametes	ANOTATE Public in and for the county and state aforesaid, DO HEREBI CERTIFI that who (iskare) personally known to me to be the same (iskare) subscribed to the foregoing instrument appeared before me this day in person and exthey signed, sealed and delivered the said instrument as (hiskher their) free and voluntary act
Given under my hand	and notarial seal, this day of
Notary Public	and notarial seal, this and day of Floriday 1995. My commission expires Lay 21, 1996. OFFICIAL NOTARY SEAL FOR ELONGARD NOTARY FULLIC STATE OF FLORIDA
	ACKNOWLEDGMENT - CORPORATE COMMISSION NO. CC116075 ANY COMMISSION DAP JULY 21,1996
STATE OF	SS:
**: at	a Notary Public in and for the county and state aforesaid. DO HEREBY CERTIFY Secretary of President and president
whose name is subscritt acknowledged that they and Secretary respective	signed, sealed and delivered the said instrument as their free and voluntary act as such President signed, sealed and delivered the said instrument as their free and voluntary act of said corporation for the uses and purposes therein set forth.
Given under my haz	ed and notarial seal, this day of, 19,
_	My commission expires
Notary Pub	i c

95-01885 D

LEGAL DESCRIPTION

Lot 3. Brentwood Crossing, an addition to the City of LaVista, as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT

LEGAL DESCRIPTION

Lots 2, 5, 6, and 7 of Brentwood Crossing, an addition to the City of LaVista, as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT B

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EXHIBIT C

COVENANT NOT TO COMPETE

BRENTWOOD CROSSING ASSOCIATES EXCLUSIVE GRANTED TO SUMMER KITCHEN CAFE.

RESTRICTIVE COMPANIT: So long as tenant is not in default of this lease, landlord agrees that during the term of this lease, or until any change in use pursuant to this lease, or until termination of this lease, whichever shall first occur, landlord will not lesse, sublesse, or otherwise operate or contract, by conveyance or otherwise in Brentwood Crossing, a subdivision in Sarpy County, Mebrasia, as shown in Plat recorded December 26, 1990 as Instrument No. 90-18556, for a food service establishment, which is sit-down style in nature, over 2,500 square feet in total area, and which is in direct competition with tenant including Shoney's, Co-Co's, T.C.I. Fridays, Gallagher's, Bennigan's, Grandmother's, Appleby's, Houliham's, Garden Cafe, Clark's Cafe, Courtyard Cafe, Village lans, Perkins, and similar operations; provided, Lowever, after the seven year anniversary date of rental connencement under this lease, food service establishments with a full service liquor license and separate full service bar area containing 30% or more of the total area of the establishment exclusive of kitchen space, which generate 20% or more of gross annual sales and receipts from alcoholic teverages, shall be permitted, whether mentioned on the previous list or not, within Lots 2, 3, 5, 6 and 7 of Erentwood Crossing. This covenant shall not be applicable to the space presently utilized by Wal-Mart or space into which Mal-Hart expands. This covenant shall not prohibit the following types of restaurants: theme, fast food (i.e., those specializing in the sales of hasburgers, and fries, chicken, roast beef, or turkey), docut, deli, ethnic, Merican, Italian, steak houses, seafood, pizza, barbecue, cafeterias, sandaich, yogurt and ice cress. Landlord covenants that as of the date hereof, it is the owner of all of the property within Brentwood Crossing and that it has not leased, subleased, or contracted for the sale of any parce! contained therein in violation of this covenant. This covenant shall run with the land and shall be contained in a Memorandum of Lease filed of record with respect to all property in Breatwood Crossing.

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