

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 010623

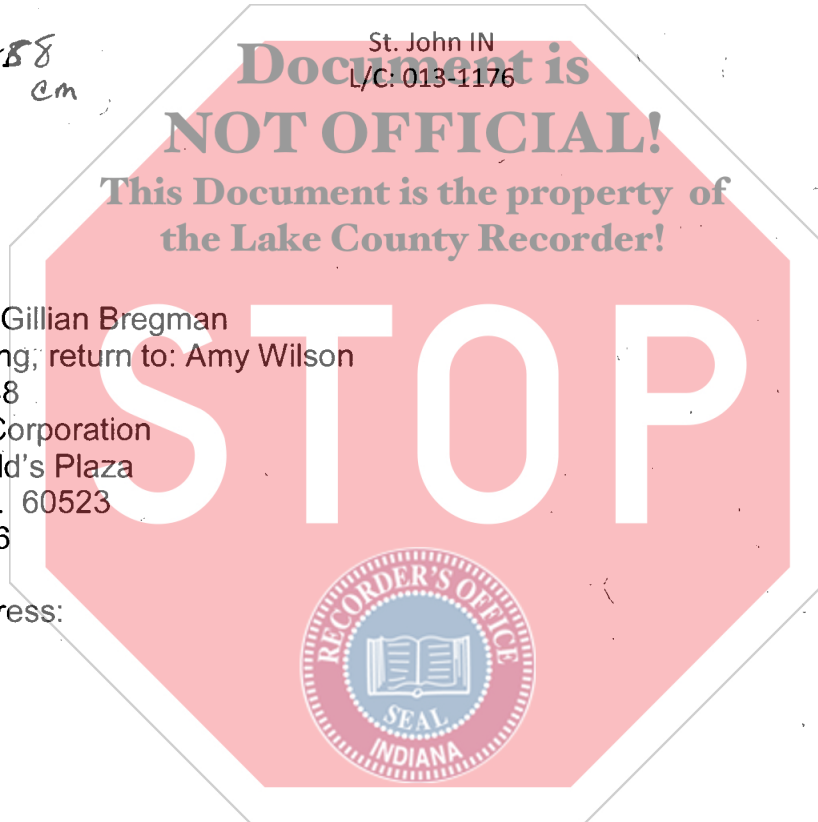
2014 FEB 21 AM 10:45

MICHAEL B. BROWN
RECORDER

CHICAGO TITLE INSURANCE COMPANY

COVENANT NOT TO COMPETE

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Prepared by: Gillian Bregman
After Recording, return to: Amy Wilson
US Legal #088
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523
L/C: 013-1176

Property Address:
Pin#:

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23
CF
DT

City, State: St. John, IN
L/C: 013-1176

Prepared by: Gillian Bregman
After recording, return to: Amy Wilson
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

COVENANT NOT TO COMPETE

Under the Ground Lease dated April 24, 2012, as amended from time to time (the "**Lease**"), **JDE, LLC, an Indiana limited liability company ("Landlord")** whose address is 15300 W. 113th, Dyer, IN 46311 leased to **McDONALD'S USA, LLC, a Delaware limited liability company ("Tenant")** whose address is One McDonald's Plaza, Oak Brook, Illinois 60523, a parcel of land described on Exhibit A attached ("**Leased Space**").

One of the terms of the Lease states that the Landlord will record certain restrictions against Landlord's remaining lands located adjacent or contiguous to or within a two-mile radius of the Leased Space.

Therefore, Landlord covenants and agrees:

1. No property (other than the Leased Space) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord, its members, shareholders, or partners (or, if Landlord is a corporation, any subsidiary or parent of Landlord), adjacent or contiguous to the Leased Space or within 2 miles of the perimeter of the Leased Space (whether or not such other property is subsequently voluntarily conveyed by Landlord) will, during the Term, be leased, used or occupied as a hamburger restaurant and/or a chicken sandwich restaurant (together, the "**Restricted Restaurant**"). The term "**Restricted Restaurant**" for purposes of this restriction will be defined as any business whose marketing strategy is based on the sale of hamburgers and/or chicken in sandwich form. The term "**Restricted Restaurant**" does not require that the sale of hamburgers or chicken in sandwich form exceed any certain percent of gross sales. Notwithstanding the foregoing, a restaurant with drive-thru facilities that sells any amount of hamburgers or chicken in sandwich form will be included in the term "**Restricted Restaurant**". Provided that any food service establishment which offers as the primary method of service for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term "**Restricted Restaurant**".

In addition and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas, and for the time period specified in this Covenant:

Apollo Burgers	Astro	Atlanta Burgers
Backyard Burgers	Burger Chef	Burger King
Burger Street	Cheeburger, Cheeburger	Chick-Fil-A
Crown Burgers	Crystal Burgers	Culver's
Dunkin' Donuts	Gloria Jeans	In and Out Burger

Hardee's	Jack-in-the-Box	KFC
Pizza Hut	Rally's	Sonic
Starbucks	Subway	Wendy's
Whataburger	White Castle	

Landlord agrees that the covenants set forth in this Covenant run with the land, and if Tenant purchases the Leased Space, such covenants will remain in effect for a period of 20 years from the date of closing.

Landlord has executed this Covenant Not to Compete on this 7 day of FEB, 2014.

LANDLORD:
JDE, LLC,
 an Indiana limited liability company

By: *[Signature]*
 Its: *member*



AFFIDAVIT OF OWNERSHIP BY LANDLORD

W. Euzenbury being first duly sworn on oath deposes and states that he/she/they is/are the Landlord or Landlord's duly authorized officers and that the Landlord has title to all of the property described on Exhibit B attached and that the Landlord owns no other property adjacent or contiguous to or within 2 miles of the property described on Exhibit A attached.

IN WITNESS WHEREOF, the Affiant has set his/her/their hand(s) this 7 day of FEBRUARY, 2014.

AFFIANT(S)

W. Euzenbury

Document is NOT OFFICIAL!

Subscribed and sworn to before me this 7 day of FEBRUARY, 2014.
This Document is the property of the Lake County Recorder!

Nandra J. Hill

Notary Public

My commission expires

0-3-16



Please attach property acknowledgment for State where document is to be recorded
Exhibit A (Legal Description of the Leased Space)
Exhibit B (Legal Description of Landlord's Other Property)

ACKNOWLEDGMENT - CORPORATE

STATE OF Indiana)

COUNTY OF LAKE) SS
)

I, SANDRA J. DILL, a Notary Public in and for the county and state aforesaid, CERTIFY that DAN BENIGENBURG as MEMBER, of JDE, LLC, an Indiana limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7 day of FEBRUARY, 2014.

Sandra J. Dill
Notary Public

My commission expires 6-3-16



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 IN EENIGENBURG 2ND ADDITION TO THE TOWN OF ST. JOHN AS SHOWN IN PLAT BOOK 106, PAGE 73, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA,

ALSO BEING THE SAME AS: A PARCEL OF LAND BEING ALL OF LOT 1 IN EENIGENBURG ADDITION AS SHOWN IN PLAT BOOK 103, PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND ALL OF LOT 8, PART OF LOT 7, AND THAT PART OF THE PLATTED (PROPOSED VACATED) FRONTAGE ROAD SOUTH OF 97TH LANE, AND WEST OF SAID LOT 8, ALL IN ST. JOHN INDUSTRIAL CENTER, AS SHOWN IN PLAT BOOK 87, PAGE 85, IN SAID RECORDER'S OFFICE, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 05 MINUTES 03 SECONDS WEST, 99.99 FEET ALONG THE EAST LINE OF SAID LOT 1 (BASIS OF BEARINGS FOR THIS DESCRIPTION) TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 151.51 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 70 DEGREES 37 MINUTES 54 SECONDS WEST, 103.97 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE EAST RIGHT OF WAY LINE OF U.S. ROUTE NUMBER 41; THENCE NORTH 00 DEGREES 37 MINUTES 17 SECONDS WEST, 65.66 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 00 DEGREES 37 MINUTES 17 SECONDS WEST, 11.57 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 04 DEGREES 26 MINUTES 08 SECONDS WEST, 70.15 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF SAID 97TH LANE (PLATTED 37 FOOT RIGHT OF WAY WIDTH); THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST, 39.75 FEET ALONG LAST SAID SOUTH LINE TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST, 189.45 FEET ALONG THE NORTH LINES OF SAID LOTS 8 AND 7 TO A POINT THAT IS 4.45 FEET EAST OF (AS MEASURED ALONG SAID NORTH LINES) THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 00 DEGREES 42 MINUTES 01 SECONDS WEST, 81.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7 THAT IS 2.65 FEET EAST OF (AS MEASURED ALONG SAID SOUTH LINE OF LOT 7) THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST, 27.81 FEET ALONG SAID SOUTH LINE OF LOT 7, ALSO BEING THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.



EXHIBIT B

Legal description of Landlord's property located adjacent or contiguous to or within a 2 mile radius of the Leased Space

(Landlord to insert legal description)

Lots 1, 2 and 3 of Eenigenburg's 2nd Addition to the Town of St. John, Lake County, Indiana as recorded in Plat Book 106, page 73 in the Office of the Recorder of Lake County, Indiana.

