

McCOMB, MISSISSIPPI
101 Edgewood Mall
L/C: 023-0117
File # 10845

Prepared by: Mahrukh Hussain
After recording, return to: Denise Strom
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

AMENDMENT TO COVENANT NOT TO COMPETE

THIS AMENDMENT TO COVENANT NOT TO COMPETE is made as of March 18, 2003 ("Amendment") by **EDGEWOOD MALL DEVELOPERS LTD., a Mississippi limited partnership**, ("Landlord") whose address is P. O. Box 1205, McComb, Mississippi 39649 and **McDONALD'S CORPORATION, a Delaware corporation** ("Tenant") whose address is One McDonald's Plaza, Oak Brook, Illinois 60523.

Whereas, Landlord and Tenant entered in that certain Ground Lease dated January 21, 1993, as amended by Agreement Amending Lease (Legal Amendment) dated March 31, 1993, as evidenced by Memorandum of Lease dated March 31, 1993, recorded on May 5, 1993 in Book 341 at page 592 in the Office of the Chancery Clerk of Pike County, Mississippi ("Lease").

Whereas, pursuant to the Lease, Landlord made a Covenant Not to Compete dated April 27, 1993, which was recorded May 5, 1993 in Book 341 at page 611 in the Office of the Chancery Clerk of Pike County, Mississippi ("Covenant Not to Compete"),

Whereas, Tenant continues to lease the property described on Exhibit A to the Covenant Not to Compete;

Whereas, Landlord continues to own "A," "B" and "C" as shown on Exhibit B, attached to the Covenant Not to Compete.

Whereas, in consideration of Landlord's agreement to modify certain terms of the Lease, Landlord and Tenant do now mutually agree to amend the Declaration as hereinafter provided.

THEREFORE, Landlord covenants and agrees:

Article 2 of the Covenant Not to Compete is deleted in its entirety and the following is substituted in its place:

"2. If during the term of the Lease, Landlord shall own or control any land other than the Demised Premises, which land is adjacent or contiguous to the Demised Premises, or which constitutes a parcel or parcels out of which the Demised Premises is comprised, then any building(s) or other improvement(s) constructed upon such other land shall be set back in accordance with the Shopping Center Plat, attached as Exhibit B. Except, however the set backs on "C", shown on Exhibit B, are modified to reduce the set back along the north lot line and set back along the west lot line to 25 feet from the respective lot lines. In addition, Landlord agrees that any building(s) or other improvement(s) constructed on "C" shall be set back 25 feet from the east property line. Further, any building to be constructed on "C" shall be a one story building not to exceed 18 feet in height and 3,500 square feet in size. Provided however that the restrictions set forth in this subparagraph (2) shall not be applicable:

- a. With regard to existing improvements on land owned or controlled by Landlord as of April 27, 1993, or,

664912

b. With regard to any improvements existing on land which subsequently comes under Landlord's ownership or control on the date that Landlord acquires such ownership or control."

All other terms and conditions of the Covenant Not to Compete not expressly modified by this Amendment are hereby ratified and confirmed and shall remain unchanged.

This Amendment shall inure to the benefit of the Tenant and shall be binding upon the Landlord and the Landlord's heirs, executors, successors and assigns.

Landlord has executed this Covenant on this 4th day of APRIL, 2003.

LANDLORD:

EDGEWOOD MALL DEVELOPERS, LTD., a
Mississippi limited partnership

WITNESS:

BY: Centre Point LLC, a Mississippi
Limited Liability Company

By: W. H. Myers
Its: MEMBER

Cindy Myers
Steve Walker

ATTEST:

By: O. K. Kell
Its: MEMBER

BK0454PG0298

AFFIDAVIT OF OWNERSHIP BY LANDLORD

C.O.HASKINS JR. AND A. CRAIG HASKINS 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 shown on Exhibit B attached to the Covenant Not to Compete.

IN WITNESS WHEREOF, the Affiant has set his/her/their hand(s) this 4th day of APRIL, 2003

AFFIANT(S) **EDGEWOOD MALL DEVELOPERS, LTD.**, a Mississippi limited partnership

BY: Centre Point LLC, a Mississippi Limited Liability Company, and Fee Owner

BY: John
Its: MEMBER

ATTEST:

BY: John
Its: MEMBER

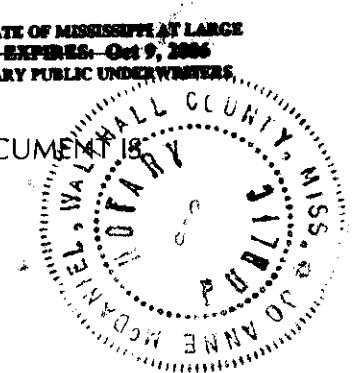
Subscribed and sworn to before me this 7th day of april, 2003.

Jeanne M. Daniel
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Oct 9, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(PLEASE ATTACH PROPER ACKNOWLEDGMENT FOR STATE WHERE DOCUMENT IS TO BE RECORDED)



BK0454PG0299

STATE OF MISSISSIPPI

COUNTY OF PIKE

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of April, 2003, within my jurisdiction, the within named G. C. O. HASKINS, JR. and A. CRAIG HASKINS, who acknowledged to me that they are the Members of **CENTRE POINT, LLC**, a Mississippi limited liability company and general partner of **EDGEWOOD MALL DEVELOPERS, LTD.**, a Mississippi limited partnership, and that for and on behalf of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited partnership, they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company and said limited partnership so to do.

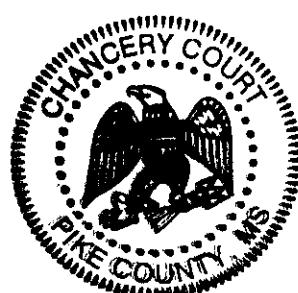
James M. Daniel
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

NOTARY PUBLIC STATE OF MISSISSIPPI AS LANCE
MY COMMISSION EXPIRES: Oct 9, 2005
NOTARIZED THRU NOTARY PUBLIC UNDERWRITERS

JACKSON 741673v1



STATE OF MISSISSIPPI
PIKE COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND INDEXED
2003 MAY -8 AM 10:28
IN REG'D. AT THE CLERK OF COURT
FILED AND INDEXED
WITNESS OF NAME AND SEAL
Lance M. Daniel
NOTARY PUBLIC