

10705882
 5/19/2009 9:13:00 AM \$31.00
 Book - 9724 Pg - 5407-5414
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FOUNDERS TITLE
 BY: eCASH, DEPUTY - EF 8 P.

After recording, return to:
 Ana Guedea
 McDONALD'S CORPORATION
 One McDonald's Plaza
 Oak Brook, Illinois 60523

SOUTH JORDAN, UTAH
 114th South Street & Bangerter Highway
 L/C: 043-0265
 File #44120

**FIRST AMENDMENT TO
 COVENANT NOT TO COMPETE**

Tax Parcel: 27-20-153-007

This First Amendment to Covenant Not to Compete ("First Amendment") is dated May 13 2009 and is between WB II Land Investment LLC, a Utah limited liability company and WB III Land Investment LLC, a Utah limited liability company as Lease assignees of The District-North, L.C., a Utah limited liability company ("Landlord") whose address is c/o The Boyer Company, 90 South 400 West, Suite #200, Salt Lake City, Utah 84101 and McDonald's USA LLC, a Delaware limited liability company ("Tenant") whose address is One McDonald's Plaza, Oak Brook, Illinois 60523. The following statements are a material part of this First Amendment.

RECITALS

A. By Ground Lease dated June 27, 2008 ("Lease") Landlord leased to Tenant that certain real estate legally described in the Lease and attached hereto as Exhibit A ("the Leased Space").

B. By Assignment and Assumption of Lease effective March 10, 2009 ("Assignment") The District-North L.C., a Utah limited liability company assigned all of its rights and interest in the Lease to WB II Land Investment, L.C., a Utah limited liability company and WB III Land Investment, L.C., a Utah limited liability company ("WB II and WB III") fee owners of the Leased Space.

C. Pursuant to the Lease, on September 15, 2008 a Covenant Not to Compete was recorded as document number 10519672 in the Recorder's Office of Salt Lake County, Utah ("Covenant Not to Compete"). The parties now desire to amend the Covenant Not to Compete to reflect the fact that WB II and WB III are the Landlord under the Lease pursuant to the Assignment and to update the legal description of the Leased Space and the Restricted Property, as that term is defined in the Covenant Not to Compete, that resulted from Landlord's replatting activities.

NOW WHEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree to amend the Covenant Not to Compete as follows:

AMENDMENT

1. Recitals: The above-mentioned Recitals are material to this First Amendment and are adopted and incorporated herein.

2. Assignment and Assumption of Lease: Pursuant to that certain Assignment and Assumption of Lease effective March 10, 2009, The District-North, L.C., a Utah limited liability company assigned all of its rights and interest in the Lease to WB II Land Investment, L.C., a Utah limited liability company and WB III Land Investment, L.C., a Utah limited liability company. ("WB II and WB III"). As such, WB II and WB III are the current Landlord under the Lease.

3. Covenant Not to Compete Exhibits:

The following Covenant Not Complete Exhibits are deleted in their entirety and replaced with the exhibits attached hereto:

Exhibit A- Legal Description of the Leased Space

Exhibit B- Legal description and depiction of the Restricted Property.

4. Affidavit of Ownership by Landlord: The Affidavit of Ownership attached to the Covenant Not to Compete is replaced with the Affidavit of Ownership attached hereto.

5. Covenant Not to Compete Ratification. The Covenant Not to Compete, as amended by this First Amendment, is ratified and confirmed.

To indicate agreement to this First Amendment, Landlord has executed this Covenant on this ____ day of _____, 2009.

[Signature Page Follows]

LANDLORD:

WB II Land Investment, L.C.
A Utah limited liability company
By: THE BOYER COMPANY, L.C.
Its: Manager

[Signature]
By: *Devon Glenn*
Its: *Manager*

WB III Land Investment, L.C.
A Utah limited liability
By: THE BOYER COMPANY L.C.
Its: Manager

[Signature]
By: *Devon Glenn*
Its: *Manager*

STATE OF UTAH
COUNTY OF SALT LAKE

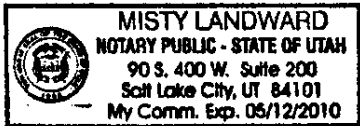
On the 13 day of May, 2009 personally appeared before me
Devon M Glenn who duly acknowledged to me that he executed the foregoing Declaration as
Manager of The Boyer Company, the Manager of WB II LAND INVESTMENT, L.C.



Misty Landward
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

On the 13 day of May, 2009 personally appeared before me
Devon M Glenn who duly acknowledged to me that he executed the foregoing Declaration as
Manager of The Boyer Company, the Manager of WB III LAND INVESTMENT, L.C.



Misty Landward
Notary Public

AFFIDAVIT OF OWNERSHIP BY LANDLORD

_____ being first duly sworn on oath deposes and states that he is the Landlord's duly authorized officer and that the Landlord has title to all of the property described on Exhibit B attached.

IN WITNESS WHEREOF, the Affiant has set his hand this 13 day of May, 2009.

AFFIANT(S)

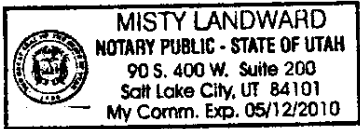
[Signature]

Subscribed and sworn to before me this 13 day of May, 2009.

Misty Sundward

Notary Public

My commission expires May 12, 2010



CITY/STATE: South Jordan, Utah
L/C: 043-0265

Exhibit A

Legal description of LEASED SPACE

Lot 3, River Heights at The District North - A Multiple Use Subdivision, Amending Lot 1 of The District North Subdivision, according to the official plat thereof, filed in Book "2009P" of Plats at Page 31 of the Official Records of the Salt Lake County Recorder.

CITY/STATE: South Jordan, Utah
L/C: 043-0265

Exhibit B

Legal description of Restricted Property

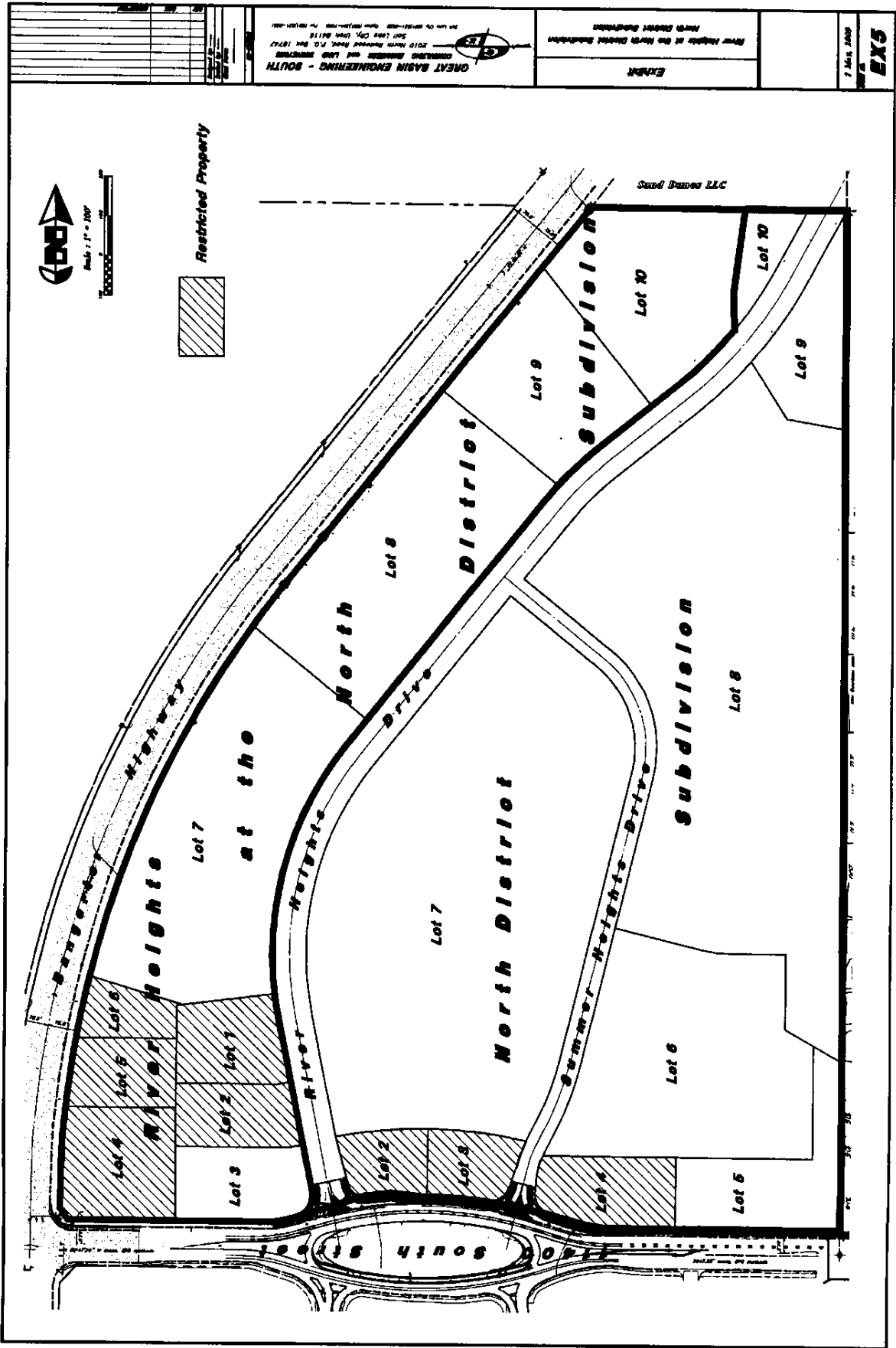
Lots 1,2, 4, 5 and 6 River Heights at The District North - A Multiple Use Subdivision, Amending Lot 1 of The District North Subdivision, according to the official plat thereof, filed in Book "2009P" of Plats at Page 31 of the Official Records of the Salt Lake County Recorder.

and

Lots 2, 3 and 4 of The North District - a Multiple Use Subdivision, according to the official plat thereof, filed in Book "2007P" of Plats at Page 413 of the Official Records of the Salt Lake County Recorder.

Exhibit B
Depiction of Restricted Property

Exhibit B
Page 2 of 2



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