

Albuquerque, NM
Paseo & Universe
L/C: 030-0260

REAL ESTATE CONTRACT

This Real Estate Contract ("**Contract**") dated December 20, 2022, is between **JCJ, LLC**, a New Mexico limited liability company ("**Seller**"), and **McDONALD'S USA, LLC**, a Delaware limited liability company ("**Purchaser**"). For service of notices under this Contract, see Article 10.

1. **Conveyance:** Seller agrees to sell and convey to Purchaser (or Purchaser's nominee), and Purchaser agrees to purchase from Seller, the real estate located in Albuquerque, County of Bernalillo, State of New Mexico, having a frontage of approximately 250 feet on Universe Boulevard, containing approximately 46,435 square feet (not including public roads or public rights-of-way), more particularly described and/or depicted on Exhibit A (the "**Land**"), together with all easement rights and appurtenances, all buildings and improvements now located on the Land, and all of Seller's rights, title and interest in all public ways adjoining the Land (with the Land, collectively called "**Premises**"). If Purchaser has the Premises surveyed in accordance with the certified survey provided for in Section 6A(4), then, at Purchaser's option, the parties will execute an amendment by which the survey description will be substituted for the Exhibit A description, if necessary, at any time hereafter. Seller makes no representations or warranties as to the length of street frontage of the Land or the square footage of real estate within the Land and the Purchase Price (as defined below) is not based upon the length of street frontage or the amount of square footage.

3. **Deed and Other Documents:** Seller will convey marketable and insurable title to the Premises by special warranty deed, with a release of dower, curtesy, homestead and other spouse's rights, at Seller's sole cost, subject only to current real estate taxes and covenants, conditions, easements, encumbrances and restrictions approved by Purchaser in writing.


Seller will also cause to be delivered to Purchaser, at closing, a restrictive covenant, in recordable form, restricting Seller's property adjacent or contiguous to the Premises or within 1 miles of the perimeter of the Premises from being leased, used or occupied as a restaurant or for food service purposes (which includes any type of food or drink), drive-in, drive-thru or walk-up eating/drinking facility (including without limitation a kiosk, stand, booth, or area located inside another business facility) (a "**Restaurant**") for a period expiring 20 years from the date of closing. The term Restaurant will not include any business operation where all orders, at all mealtimes are taken by a waiter or waitress at a customer's table. Seller acknowledges that this restriction commences upon final execution of this Contract.

Seller represents and warrants to Purchaser that, as of the date of this Contract and as of the date of closing, (i) Seller is not a foreign person or entity, (ii) Seller is not a disregarded entity for U.S. income tax purposes, and (iii) no tax is required to be withheld in connection with the transaction contemplated by this Contract pursuant to Section 1445 of the Internal Revenue Code.

SELLER AND PURCHASER, by their execution below, indicate their consent to the terms of this Contract.

SELLER:

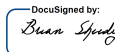
JCJ, LLC,
A New Mexico limited liability company

By: 
Its: Manager

Date: 12/15/2022

PURCHASER:

McDONALD'S USA, LLC, a Delaware limited liability company

By: 
Its: Senior Counsel

Date: 12/20/2022

SELLER'S SOCIAL SECURITY or FEDERAL
TAX I.D. # _____
(FORM W-9 ATTACHED FOR EXECUTION)

(ATTACH ACKNOWLEDGMENT CERTIFICATES)