

The deed from the seller, being Southern Sales, Inc., to the purchaser shall include the following covenant:

1. Covenant. There is hereby imposed upon this real estate being sold and included in this deed the following covenant that runs with and encumbers this real estate for a term of forty (40) years, for the benefit of the then owner(s) of all or any part of the real estate described as follows:

(The real estate described on Exhibit A owned by Seller's affiliates and currently occupied by the two (2) Dairy Queen Stores located at 201 E. DeYoung Street and 1300 Redco Drive, Marion, Illinois.)

This real estate shall not be used for the preparation or sale of any of the following items: ice cream, soft serve, frozen yogurt or custard, sorbet, gelato or any similar or related items in any form.

2. Enforcement. The foregoing covenant shall be fully enforceable by the then owner(s) of all or any part of the real estate described on the attached Exhibit A (ie. the two (2) other DQ Stores). Upon any default of said covenant, the then owner(s) of all or any part of the real estate described on Exhibit A shall have the right to receive a preliminary and permanent injunction in order to enforce the terms hereof, along with the right of being compensated for its (or their) damages, and the right to be reimbursed its (or their) costs and reasonable attorney fees, all of which will stand as a lien against the real estate being conveyed by this deed.