

Loan No. 5-157-564

NON-DISTURBANCE, ATTORNMENT AND
SUBORDINATION AGREEMENT

AGREEMENT, dated the 30th day of March, 1979,
between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, (the Mortgagee)
under a Mortgage dated the 27th day of June, 1977, and recorded
in Mortgage Book 1407, page 86, Greenville County RMC Office, and
MCDONALD'S CORPORATION, a Delaware corporation, having its offices
at McDonald's Plaza, Oak Brook, Illinois 60521 (the Tenant), and
BLAKE P. GARRETT, JR., AS TRUSTEE FOR BLAKE P. GARRETT, SR.,
BLAKE P. GARRETT, JR., MASON Y. GARRETT, PETER T. GARRETT, JAMES
B. GARRETT, DAVID H. GARRETT, DAVID T. GARRETT, STEWART H.
GARRETT, MARY G. McDANNALD, W. GORDON GARRETT and PRESTON E.
GARRETT, under Agreement dated December 27, 1976, an individual,
a resident of Greenville County, South Carolina (the Landlord).

PRELIMINARY STATEMENT

Tenant has executed a lease dated July 17, 1978 (the Lease) with Blake P. Garrett, Jr., as Trustee under a Trust Agreement with Blake P. Garrett, Sr., Blake P. Garrett, Jr., Mason Y. Garrett, Peter T. Garrett, James B. Garrett, David H. Garrett, David T. Garrett, Stewart H. Garrett, Mary G. McDannald, W. Gordon Garrett and Preston E. Garrett, dated December 27, 1976, of the premises, (the Premises) described in Schedule A hereto. The Mortgagee presently holds a Mortgage on a portion the premises, and has under consideration a pending first mortgage substitution loan which will cover the entire premises. Tenant, Landlord and Mortgagee desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of the following non-disturbance, attornment and subordination agreements.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder, then:

(a) The right of possession of Tenant to the leased premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby; nor shall Tenant be named as a party defendant to any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the lease.

(b) In the event that the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or any such proceeding, and the Mortgagee hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the lease and the rights of the Tenant thereunder; and the

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