

Tenant covenants and agrees to attorn to the Mortgagee, or such person, as its new Landlord, and the Lease shall continue in full force and effect as a direct lease between Tenant and Mortgagee, or such other person, upon all the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall the Mortgagee or such person be:

- (i) liable for any act or omission of the Landlord;
- (ii) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord;
- (iii) bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one month in advance.

2. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

3. It is understood and agreed by the Landlord, Tenant and Mortgagee that Items 17 and 21 of the Lease, dated July 17, 1978, are subordinate to the lien of The Prudential Insurance Company of America first mortgage either now on the land, or to the lien of any first mortgage wherein Prudential is or shall be the Mortgagee hereafter placed upon the land. The parties covenant and agree to sign a similar agreement or a ratification of the within agreement at the time a pending substitution first mortgage loan is placed upon the property covered by the Lease with Prudential as Mortgagee, which the parties agree to execute and deliver upon request. Furthermore, the parties covenant and agree that a certain plat entitled "Topographical Map for McDonald's Corporation", made by Dalton & Neves Company, Engineers, dated November, 1978, showing the demised premises as 40,671 square feet attached to a Memorandum of Lease between the Landlord and the Tenant, appearing of record in the PMC Office for Greenville County, South Carolina, in Deed Book 1097, page 416, is the description of the property for the purposes of the Lease, dated July 17, 1978, and the Memorandum of Lease, dated January 19, 1979, notwithstanding any contrary provisions contained in said Ground Lease or Memorandum of Lease. The Memorandum of Lease appearing of record in Deed Book 1097, page 416, which refers to the commencement date of the Lease as November 22, 1979, is amended in order that the commencement of the term shall be as provided in paragraph 3 of the Ground Lease, dated July 17, 1978. The option to purchase the demised premises referred to in the fifth paragraph of the Memorandum of Lease appearing of record in Deed Book 1097, page 416, is deleted in order that the option rights shall be as stated and set forth in paragraph 17 of the Ground Lease dated July 17, 1978. The covenants contained in this non-disturbance, attornment and subordination agreement relating to the Ground Lease and Memorandum of Lease are hereby agreed to be amendments thereto for all purposes whatsoever as long as any Prudential Insurance Company of America mortgage loan shall be placed upon or remain upon the leased premises.

4. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, Tenant agrees to execute and deliver to the Mortgagee, or to any person to whom Tenant agrees to attorn, such other instruments as either shall request in order to effectuate said provisions.

This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.