

3. "McDonald's" and "Land Lease" agree that they will maintain sufficient parking spaces to satisfy their respective requirements of the County of Greenville concerning parking space.

4. "McDonald's" and "Land Lease" covenant and agree that each shall cause their respective "Common Area", as hereinafter defined, to be continuously repaired, maintained and replaced, if necessary, throughout the period of this Agreement, including cleaning, lighting, painting, striping, landscaping, removal of garbage, debris and trash, removal of obstructions, removal of snow and ice and repairs to and re-surfacing of the parking areas, paving, curbs, walkways, driveways, drainage and lighting facilities as may from time to time be necessary. The owner of either parcel may enter into agreements with occupants of their respective parcels or with another party whereby some or all of the responsibilities or expenses to be borne by each of them hereunder shall be the responsibility or expense of such party; provided, however, such agreements shall not relieve said owner from its primary responsibilities under the terms and conditions of this Agreement. Each party shall pay for its own costs of repairing and maintaining the parking and other common areas situate on their respective properties.

5. "McDonald's" and "Land Lease" covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to "McDonald's" or "Land Lease's" failure to maintain their respective properties in a safe condition. "McDonald's" and "Land Lease" shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification hereunder.

6. The term "Common Area" as used in this instrument, shall mean the following areas on the parcels on which no building or structures are erected. "Common Area" shall include improvements and facilities to provide (i) parking spaces for automobile parking; (ii) entrance and exit drives, driveways, roadways and traffic aisles and lanes; and (iii) pedestrian walks (exclusive of those walks immediately contiguous with any building) and malls and garden areas.

7. On the failure of the owner of either parcel to perform any of its covenants herein contained within thirty (30) days after written notice from the owner of the other parcel, the defaulting owner shall no longer have the rights set forth in this Agreement and the owner of the other parcel shall have the right to erect fences or other barriers between the parcels. Such fences or barriers shall not be required to be removed until the defaulting party shall have fully performed its covenants hereunder and shall have deposited with the other party monies sufficient to fully compensate said owner for the cost of erection and removal of such fences and barriers.