

AGREEMENT dated this 2nd day of February, 1978, between First National Bank of South Carolina (hereinafter called Mortgagee) under a Mortgage dated July 1, 1976, and recorded in the R.M.C. office for Greenville County in Mortgage Book 11711, Page 881 and McDonald's Corporation, a Delaware corporation having its offices at McDonald's Plaza, Oak Brook, Illinois, 60521, (hereinafter called McDonald's).

WHEREAS, McDonald's Corporation is the owner of the property described on Exhibit A.

WHEREAS, McDonald's Corporation has a perpetual, non-exclusive easement for automobile and pedestrian ingress and egress over the property described on Exhibit B.

WHEREAS, Mortgagee holds a mortgage on the property described on Exhibit B, and whereas both parties desire to establish certain rights, safeguards, and obligations with respect to their respective interests.

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

1. McDonald's rights of ingress and egress over the property described on Exhibit B 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 its easement agreement.
2. In the event that the Mortgagee or any other person acquires title to the property described on Exhibit B pursuant to the exercise of any remedy provided for in the Mortgage, McDonald's rights shall not be terminated or affected by said foreclosure or sale of any such proceeding.
3. McDonald's easement rights 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.
4. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

TENANT: McDONALD'S CORPORATION

MORTGAGEE: First National Bank of South Carolina

[Signature]
 Vice President

[Signature]
 Assistant Secretary

[Signature]
[Signature] Vice President

WITNESS:
[Signature]
[Signature]

WITNESS:
[Signature]
[Signature]

Fidelity Union Life Insurance Company of Dallas, Texas Joins in this agreement and agrees to all clauses entered into between McDonald's Corporation and First National Bank of South Carolina. Fidelity Union Life Insurance Company holds a mortgage over Exhibit B hereinabove by virtue of a mortgage recorded in mort. vol 1383 at 875 with assignment to the said Company being recorded in mort. vol 1396 at 287. FIDELITY UNION LIFE INSURANCE COMPANY

witnesses as to said, Union Life
[Signature]
[Signature]

BY FIDELITY UNION LIFE INSURANCE CO.
 title J. K. LANYON
 GROUP VICE PRESIDENT INVESTMENTS

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678 1250

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