

8. "McDonald's" and "Land Lease" covenant and agree to pay all real estate taxes and special assessments assessed against their respective parcels of land and buildings and improvements thereon prior to the penalty date, but nothing herein provided shall preclude either of the parties from protesting such taxes and/or assessments imposed upon one particular parcel or from converting assessments into installments. If permitted by law and if the owner's rights are preserved, payment of taxes and/or assessments being protested shall be paid under protest by the respective owner.

9. The owner(s) of the parcels shall use their best efforts to require the occupants of their respective parcels of land to cause such occupant's employees to park their automobiles in the area designated by the owner of that parcel.

10. The owners of the parcel shall promulgate reasonable rules and regulations and establish reasonable traffic patterns and flow for the use and operation of the Common Areas by persons entitled thereto which shall be binding upon the owner of the other parcel with their written approval, which shall not be unreasonably withheld. Said rules, regulations and traffic patterns and flow shall be enforced by the respective owners of the parcels.

11. In the event of any sale or transfer (including any transfer by operation of law) of either of the parcels, the owner of such parcel (and any subsequent owner of such parcel making such a transfer) shall be relieved from any and all obligations and liabilities under this Agreement, except such obligations and liabilities as shall have arisen during such owner's or subsequent owner's respective period of ownership.

12. All of the easements, restrictions and covenants contained in this Agreement shall run with and against the land so described and shall, during the term of this Agreement, except to the event, if any, otherwise specifically provided in this Agreement, be a charge and burden thereon and shall be for the benefit of the owner(s) of the lands described hereunder and no such rights and privileges are hereby extended by any grant, license or other manner or means whatsoever to any other persons except as herein provided. None of the tenants or occupants of the parcels shall have any right to enforce by suit or action any provisions under this Agreement.

13. This Agreement shall be governed by the Laws of the State of South Carolina, and every part hereof shall in all cases be construed as a whole according to its fair meaning and intent and no rule of strict construction shall be applicable to any part at any time. Except where the context does not permit, it is understood and agreed that any successor in interest of any owner is included (whether expressly named or not) in every reference in this Agreement to such owner, as fully as though expressly named, and shall have the benefit of and be bound by all of the terms of this Agreement as herein applicable. Invalidation of any of the provisions contained herein by judgment or court order or otherwise shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any declaration, restriction, covenant or provision of this Agreement, either to enjoin the continuation of such violation or to recover damages against the land only.