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NON-DISTURBANCE ATTORNMENT AND  
SUBORDINATION AGREEMENT  
(MORTGAGE)

AGREEMENT, dated the 4th day of June, 1982,  
between BARNETT BANK OF JACKSONVILLE, N. A.  
an assignment of rents and Leases and a U.C.C. filing  
(the mortgagee) under a Mortgage dated the 17th day of August  
19 78, and recorded in Mortgage Book 1441 at Page 532, in Deed Book 1088  
at Page 535 and Book 78-7341 and ~~XXXXXXXXXX~~ McDONALD'S  
CORPORATION a ( ) Delaware corporation, having its offices  
at McDonald's Plaza, Oak Brook, Illinois 60521 (the Tenant).

PRELIMINARY STATEMENT

Tenant has executed a lease (the Lease) with The Koger Company  
, (the Landlord) of the premises, (the  
Premises) described in Schedule A hereto. The Mortgagee holds a Mortgage on the  
premises. Tenant 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 of 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  
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.

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