

* Garrett, Peter T. Garrett, James B. Garrett, David H. Garrett, David T. Garrett, Stewart H. Garrett, Mary B. McDonald, W. Gordon Garrett, & Preston E. Garrett, dated December 27, 1976.

GREENVILLE CO. S.C. VOL 1037 PAGE 415
1 24 PM '79 BOOK 1117 PAGE 293
JENNIE S. TAYLORSLEY R.H.C.

Greenville, SC
Old Anderson Rd. & White Horse
L/C 67-39-7

THIS MEMORANDUM OF LEASE, dated this 19th day of January, 1979, is by and between Blake P. Garrett, Jr., as Trustee under a Trust Agreement with Blake P. Garrett, Sr., Blake P. Garrett, Jr., Mason Y. * (hereinafter called the LESSOR), whose address is P. O. Box 36, Fountain Inn, SC 29644 and McDonald's Corporation a(n) Delaware corporation, (hereinafter called the LESSEE), whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60521.

LESSOR does hereby lease to LESSEE that certain premises with improvements and appurtenant easements, if any, situated in the City of Greenville, County of Greenville, State of South Carolina, more particularly described in EXHIBIT A attached hereto and made a part hereof. **see page 2

TO HAVE AND TO HOLD for a term commencing as of November 22, 1978, and ending twenty (20) years from the date upon which a McDonald's Restaurant is opened for business to the public.

Further LESSOR does hereby grant to LESSEE, the right of option to extend the term of this Lease upon the expiration of the original term for successive periods aggregating Thirty (30) years.

Further LESSOR does hereby grant to LESSEE, the option of purchasing said demised premises any time during the original term or any extension or renewal thereof.

Further LESSOR does hereby grant to LESSEE, the right of first refusal to purchase or lease the demised premises.

Further, LESSOR shall not, except with the written consent of LESSEE first had and obtained, directly or indirectly engage in, or acquire any financial or beneficial interest in, or grant a lease to any persons to engage in a restaurant of any type in which food and beverages are dispensed within a radius of one (1) mile from the premises covered by this Lease, described in Exhibit A. 1000 feet

The rentals to be paid by LESSEE and all of the obligations and rights of LESSOR and LESSEE in respect to the above described rental for the original term and the extension thereof are set forth in a certain lease dated July 17, 1978, executed by the parties hereto. This instrument is merely a memorandum of the aforesaid Lease and is subject to all of the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of said Lease and this instrument, the term of said Lease shall prevail as between the parties hereto. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns and executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the day and year first above written.

LESSOR: Blake P. Garrett, Jr., Trustee
Blake P. Garrett, Jr. (Seal)

LESSEE: McDonald's Corporation
W. Gordon Garrett (Seal)
Vice President

ATTEST:
Raymond G. ...
Assistant Secretary

WITNESS:
Karen G. McKelvey
Juanita H. Gray

WITNESS:
Cheryl Bimmers
Patricia Sanders

(APPEND ACKNOWLEDGEMENTS OF SIGNATURES)

9:00CI
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