

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 18<sup>th</sup> day of September, 1978, between T. C. VAUGHN, having his office at c/o Larry D. Estridge, Attorney at Law, P. O. Box 10207, Greenville, South Carolina 29603, hereinafter referred to as "Mortgagee;" and GULF OIL CORPORATION, a Pennsylvania corporation, having an office at 1375 Peachtree Street, Atlanta, Georgia 30357, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Mortgagee is the holder of a first mortgage upon the real property described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Lessee has a leasehold interest in said real property by reason of a certain lease dated September 1, 1978, between TRITOR U.S.A., INC., successor in interest to M & K PROPERTIES, covering the real estate encumbered by the aforesaid mortgage;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Provided Lessee is not in default under the terms of the lease then:

(a) The right of possession of Lessee to the leased premises and Lessee's rights arising out of the lease shall not be affected or disturbed by Mortgagee in the exercise of any of his rights under the aforesaid mortgage nor in any other way be deprived of its rights under the lease.

(b) In the event that Mortgagee or any other person acquires title to the mortgaged 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 or transfer in lieu of foreclosure or any such proceeding and Mortgagee hereby covenants that any sale by him of the mortgaged 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 Lessee thereunder; and Lessee covenants and agrees to attorn to Mortgagee or such other person as its new Landlord and the lease shall continue in full force and effect as a direct lease between Lessee and Mortgagee or such other person upon all the terms, covenants, conditions and agreements set forth in the lease.

2. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of either party hereto. However, Lessee agrees to execute and deliver to Mortgagee or to any person to whom Lessee herein agrees to attorn such other instrument as either shall request in order to effectuate the provisions, contained herein.

3. 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.

Signed and sealed in the presence of:

Larry D. Estridge  
Judith A. Wood

Signed and sealed in the presence of:

Wanda R. Nicks  
[Signature]

T. C. Vaughn  
 T. C. Vaughn

"MORTGAGEE"

GULF OIL CORPORATION

By [Signature]  
 Attorney in Fact

"LESSEE"

Approved as to form and content  
 By [Signature]

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