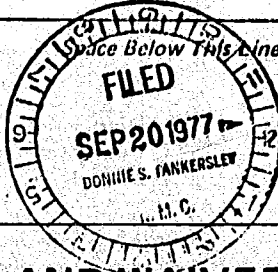


RECORDING REQUESTED BY  
 AND  
 When Recorded, Mail to  
 MNB FINANCIAL CORP.  
 120 Howard Street  
 Suite 475  
 San Francisco, CA 94105



## DECLARATION AND WAIVER

The undersigned in consideration of MNB FINANCIAL CORP. ("MNB") now or hereafter leasing or otherwise extending financial accommodation with respect to certain equipment and personal property to INGLES MARKETS, INCORPORATED ("Customer") in accordance with the terms of that certain lease or equipment financing agreement, as appropriate, dated September 6, 1977, and any other leases or other agreements hereafter between MNB and Customer and for other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby agree, waive and undertake as follows:

- Neither such equipment and personal property or any portion thereof shall become or be a part of or an accession or addition to or a fixture on the real property hereafter described even though it is installed thereon or in some manner attached thereto; nor shall such equipment or personal property or any portion thereof be moved from such real property until MNB's written consent thereto shall first be had and obtained.
- The undersigned shall acquire no title to or interest in such equipment and personal property or any portion thereof by virtue of such installation or attachment. The undersigned further waives any right to seize, or to claim any interest whatsoever in, said equipment and personal property or any portion thereof on account of any claim or right the undersigned may have against any person, including, without limitation any claim or right the undersigned may have or assert against Customer, by levy of distraint or otherwise.
- MNB may at any time, at its option, enter upon the property upon which said equipment and personal property or a portion thereof is located, and inspect or remove said equipment and personal property or a portion thereof at its sole cost and expense, and it agrees to make such repairs caused by any such removal to the extent reasonably necessary to restore such property to its condition immediately prior to such removal. Notwithstanding the foregoing, and without prejudice to such other remedies as it may have, if MNB's entry and removal of any such equipment and personal property follows the undersigned's breach of the covenants contained in Paragraph 1 hereof, MNB shall not be liable either for costs of or for damages to the real property sustained by the undersigned as a result of the removal of said equipment and personal property.
- All of the terms and conditions of the Waiver shall be binding upon the heirs, successors in interest, assigns or encumbrancers of the undersigned, and shall inure to the benefit of MNB, its successors and assigns. As used herein the term "Customer" shall include the successors in interest and assigns of Customer.

The real property upon which such equipment and personal property is located is described as INGLES MARKETS, INCORPORATED below:

Executed this 8<sup>th</sup> day of SEPTEMBER, 19 77, at 7 LEICESTER HIGHWAY

ASHEVILLE, NC 28806  
 \*Westown Shopping Center  
 Forest Bridge Road  
 Greenville, SC 29601  
 Store #21  
Robert P. Ingle, President  
Ingles Markets, Incorporated

(seal)

(Officer, Lessor, Mortgagee, Beneficiary,  
 Strike out inapplicable capacities.)  
 (Lessee)

(If interest is held jointly or in common all joint tenants or tenants in common must execute this document.)

### NOTARIAL ACKNOWLEDGMENTS

#### INDIVIDUAL OR PARTNERSHIP:

STATE OF North Carolina  
 COUNTY OF Wayne

On this 8<sup>th</sup> day of September, 19 77, before me personally came Robert P. Ingle to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same (in his capacity as a partner and as the act of the partnership).  
 In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public

My commission expires:

#### CORPORATE:

STATE OF North Carolina  
 COUNTY OF Wayne

On this 8<sup>th</sup> day of September, 19 77, before me personally came Robert P. Ingle to me known to be the President of the corporation that executed the foregoing instrument and to me known to be the person who executed said instrument on behalf of said corporation, and acknowledged that such corporation executed the same pursuant to its By-laws or a resolution of its Board of Directors.  
 In witness whereof I hereunto set my hand and official seal.

(SEAL)

Robert G. Byrson  
 Notary Public

My commission expires: May 20, 1981