

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of NOVEMBER, 1982, by and between BURGER KING CORPORATION, a Florida corporation, whose address is 7360 North Kendall Drive, Miami, Florida 33156, hereinafter called Lessee; and FREDRICK D. EHLERS and HELEN ANN EHLERS, partnership, d/b/a JEFFERSON SQUARE SHOPPING CENTER, whose address is KLAMATH FALLS, OR 97603 hereinafter called Mortgagee;

W I T N E S S E T H:

WHEREAS, Lessee has leased the following described premises for a term of Twenty (20) years with Four (4) five year options to renew under that certain Lease dated October 23, 1982 between Fredrick D. Ehlers and Helen Ann Ehlers, his wife as Lessor and BURGER KING CORPORATION as Lessee:

For legal description see Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Mortgagee holds the mortgage on said premises to secure the sum of Two Million Nine Hundred Fifty Three Thousand Six Hundred Sixty Five and No/100 Dollars (\$2,953,665.00), which mortgage, dated December 22, 1980, was executed by Norwin S. Yaffie and Sandra M. Yoffie, whose address is BOX 330 SAN RAFAEL, CA 94901 and recorded the 22nd day of December, 1980, in Book M-80, Page 24719 of the Public Records of Klamath County, State of Oregon.

NOW, THEREFORE, for good and valuable considerations, the undersigned Mortgagee and Lessee agree as follows:

1. The Mortgagee does hereby covenant and agree that Mortgagee shall not disturb Lessee's and its successor's or assigns' quiet possession of the premises under said Lease nor deprive Lessee of any of its rights, privileges or immunities thereunder including its ownership of the buildings and improvements thereon if the Lease so provides, provided that Lessee, its successors or assigns, is not in default thereunder, and so long as Lessee, its successors and assigns, shall pay the rent and observe and perform all of the provisions of the Lease as therein provided, unless the Lease is otherwise terminated pursuant to its terms.
2. Except as herein specifically modified and amended, all the covenants, agreements, restrictions, rights, privileges and obligations of the aforesaid mortgage and Lease shall remain in full force and effect.
3. If the interest of the Lessor shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee, or by any other manner, and Mortgagee succeeds to the interest of the Lessor under the Lease, Mortgagee shall be bound to Lessee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefore in the Lease and Lessee does hereby agree to attorn to Mortgagee as its landlord, should Mortgagee require such attornment. However, Lessee shall be under no obligation to pay rent to Mortgagee until Lessee receives written notice from Mortgagee that Mortgagee has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of the Lessee and Mortgagee upon such attornment, to the extent of the then remaining balance

of the terms of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. Mortgagee shall not name Lessee as a party defendant in any action or proceeding to foreclose the mortgage, and any foreclosure sale pursuant to the mortgage shall be subject to the Lease Agreement.

5. This Agreement is to be governed and construed by the laws of the state where the premises are situate.


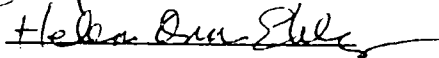
6. Any notices which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by Certified Mail to the following addresses, or to such other places any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

LESSEE:

Burger King Corporation
P. O. Box 520783, General Mail Facility
Miami, Florida 33152

MORTGAGEE:



FREDRICK D. EHLERS and HELEN ANN EHLERS
d/b/a JEFFERSON SQUARE SHOPPING MALL

7. This Agreement and each and every covenant, agreement and other provision hereof, shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, the Mortgagee and Lessee have hereunto executed this document on the first day above written.

Witnesses:


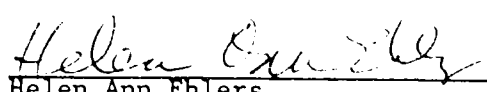
BURGER KING CORPORATION

By: 
Vice President

Attest: 
Assistant Secretary

LESSEE

Witnesses:


Fredrick D. Ehlers

Helen Ann Ehlers

MORTGAGEE

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared Charles P. Hueston
and Elliot C. Tunis

to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of BURGER KING CORPORATION, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President and Assistant Secretary respectively of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 5th day of November, 1982

(SEAL)

Notary Public
My Commission Expires:

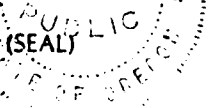
STATE OF Oregon
COUNTY OF Klamath

NOTARIAL COMMISSION EXPIRATION
OCTOBER 18, 1983

BEFORE ME, the undersigned authority, personally appeared Fredrick D. Ehlers
and _____

to me well known and known to me to be the individuals described in and who executed the foregoing instrument as OWNER ~~President~~ and _____ Secretary of Jesserson Square Shopping Mall, a sole proprietorship corporation, and severally acknowledged to and before me that they executed such instrument as such _____ President and _____ Secretary respectively of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 15th day of November, 1982



W. J. Allen
Notary Public
My Commission Expires: 3-16-86

STATE OF
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

to me known and known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

WITNESS my hand and official seal this _____ day of _____, 19 _____

(SEAL)

Notary Public
My Commission Expires:

EXHIBIT "A"PARCEL 1:

A parcel of land lying in the Northwest quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Starting at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 0°00'30" East along the Westerly boundary of Section 3 and the centerline of Washburn Way 917.42 feet to its intersection with the centerline of South Sixth Street, formerly known as the Dalles-California Highway, at Engineer's Station 9+17.42 on Washburn Way and Engineer's Station 16+14.87 on South Sixth Street, the recorded bearing of the centerline of South Sixth Street being South 55°52'30" East; thence continuing South 0°00'30" East along the West line of said Section 3 and the centerline of Washburn Way 48.32 feet to a point on the South boundary of South Sixth Street which is 40.0 feet distant from, when measured at right angles to, the centerline of South Sixth Street thence South 55°52'30" East parallel to said centerline 125.56 feet to the true point of beginning of this description; thence continuing South 55°52'30" East parallel to said centerline 181.50 feet to a point; thence South 34°07'30" West at right angles to said centerline 160.00 feet to a point; thence North 55°52'30" West 150.27 feet to a point on the Easterly boundary of Washburn Way; thence North 0°00'30" West along the Easterly boundary of Washburn Way 103.29 feet to the beginning of a 49.00 foot radius curve to the right; thence along said 49.00 foot radius curve, the long chord of which bears North 53°51'50" East 79.16 feet, 92.14 feet, more or less, to the true point of beginning.

PARCEL 2 - a non-exclusive easement for ingress, egress, parking and utilities over the unconstructed portions of the following described property:

A parcel of land lying in the Northwest quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Starting at the Northwest corner of said Section 3; thence South 00°00'30" East along the Westerly boundary of Section 3 and the centerline of Washburn Way 917.42 feet to the intersection with

the present centerline of Sixth Street, formerly known as the Dalles-California Highway, recorded bearing South 55°52'30" East, at Engineer's Station 9+17.42 feet on Washburn Way and Engineer's Station 16+14.87 feet on Sixth Street present centerline, and continuing thence along said boundary and centerline 48.32 feet to Engineer's Station 9+65.74 feet on South boundary of Sixth Street, which is distant 40 feet at right angles Southwesterly from centerline of Sixth Street at Engineer's Station 16+41.99 feet; thence South 55°52'30" East parallel to said centerline 463.02 feet to the true point of beginning of this description; thence from said true beginning point continuing South 55°52'30" East parallel to said centerline 795.36 feet; thence at right angles South 34°07'30" West, 204 feet; thence South 55°52'30" East parallel to Sixth Street 145.00 ; thence at right angles South 34°07'30" West, 183.80 feet; more or less, to Northerly right of way line of the Oregon, California and Eastern Railroad; thence North 66°57'30" West along said line 982.45 feet, more or less, to a point on the Easterly right of way line of Washburn Way which is 40.00 feet Easterly of said centerline; thence North 00°00'30" West, along said right of way line 503.39 feet; thence South 55°52'30" East, 306.22 feet; thence North 34°07'30" East, 160.00 feet to the true point of beginning.

PARCEL 3 - a non-exclusive easement for ingress, egress, parking and utilities over the unconstructed portions of the following described property:

A parcel of land lying in the Northwest quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Starting at the Northwest corner of said Section 3; thence South 00°00'30" East along the Westerly boundary of Section 3 and the centerline of Washburn Way, 917.42 feet to the intersection with the present centerline of Sixth Street, formerly known as the Dalles-California Highway, recorded bearing South 55°52'30" East, at Engineer's Station 9+17.42 feet on Washburn Way and Engineer's Station 16+14.87 feet on Sixth Street present centerline, and continuing thence along said boundary and centerline 48.32 feet to Engineer's Station 9+65.74 feet on South boundary of Sixth Street, which is distant 40 feet at right angles Southwesterly from centerline of Sixth Street at Engineer's Station 16+41.99 feet, to the true point of beginning; thence South 55°52'30" East parallel to said centerline 463.02 feet; thence South 34°07'30" West 160.00 feet; thence North 55°52'30" West 306.22 feet to the East right of way of Washburn Way; thence North to the point of beginning.

EXCEPT THEREFROM that portion deeded to State of Oregon more particularly described as follows:

A parcel of land lying in Tract 44, ENTERPRISE TRACTS, situated in Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; the said parcel being described as follows:

Beginning at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South $00^{\circ}00'30''$ East 977.8 feet along the Westerly line of said Section 3, to a point 50 feet Southwesterly of (when measured at right angles to) the centerline of the Dalles-California Highway (also known as South Sixth Street), as the same is now located and constructed; thence South $55^{\circ}52'30''$ East parallel with said centerline 36.2 feet, more or less, to a point 30 feet Easterly of (when measured at right angles to) the centerline of the relocated Midland Highway (also known as Washburn Way), which point is marked by a railroad spike with a cross on top, embedded in the pavement and is the true point of beginning; thence South $00^{\circ}00'30''$ East, parallel with said last mentioned centerline 227.83 feet to a point 30 feet Easterly of (when measured at right angles to) said last mentioned centerline at Engineer's Station 12+26; thence North $89^{\circ}59'30''$ East 10 feet; thence North $00^{\circ}00'30''$ West 143.12 feet to the point of tangency of a 49 foot radius curve right, thence North-easterly along said 49 foot radius curve right to a point South $55^{\circ}52'30''$ East 64.26 feet from the true point of beginning; thence North $55^{\circ}52'30''$ West 64.26 feet to the true point of beginning.

EXCEPT THEREFROM Parcel 1 above.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 6 day of Jan A.D. 19 83 at 3:49 o'clock P.M., and
duly recorded in Vol. M83, of Mtge on p. 291

Fee \$24.00

EVELYN BIEHN, County Clerk

By J. M. [Signature]