

CONSENT AGREEMENT

WHEREAS, a certain Mortgage dated October 14, 1946, was given by HOKE B. BLACK, HUGH C. BLACK and VAN WYCK BLACK to the undersigned, ~~THE~~ LIBERTY LIFE INSURANCE COMPANY, of Greenville, South Carolina, to secure an indebtedness of SIXTEEN THOUSAND AND NO/100 (\$16,000.00) DOLLARS, which Mortgage is of record in the R. M. C. Office for Greenville County, South Carolina in Mortgage Book 353, page 102, and covers the premises hereinafter described; and

WHEREAS, by instrument dated March 24, 1939, VAN WYCK BLACK, HUGH C. BLACK and HOKE B. BLACK (joined by his wife, RUTH WELLS BLACK, for the purpose of relinquishing dower) leased unto SINCLAIR REFINING COMPANY, a Maine corporation, authorized to transact business in the State of South Carolina, the following described premises, situate in the City of Greenville, Greenville County, South Carolina, to-wit:

BEGINNING at Northeast intersection of East Washington and North Irvine Streets; thence in an easterly direction along the North side of East Washington Street a distance of one hundred (100) feet to a point; thence in a Northerly direction a distance of one hundred (100) feet to a point; thence in a Westerly direction a distance of one hundred (100) feet to a point on the East side of North Irvine Street; thence in a Southerly direction along the East side of North Irvine Street a distance of one hundred (100) feet to point of beginning;

together with improvements and facilities thereon situate more fully described in said Lease; which Lease is of record in Deed Book 210, page 190; and

WHEREAS, said Lease, which would have expired as to term on September 19, 1954, was extended for a period of five years by "Agreement for Extension of Lease" dated August 7, 1954, commencing September 29, 1954 and ending September 19, 1959, at a rental of TWO HUNDRED FORTY-SEVEN AND 50/100 (\$247.50) DOLLARS per month, of record in Deed Book 507, page 251, R. M. C. Office for Greenville County, South Carolina; and

WHEREAS, it is believed the lien created by said Mortgage may be superior to the rights of said SINCLAIR REFINING COMPANY under said Lease as extended by said Agreement of August 7, 1954.

NOW, THEREFORE, in consideration of the premises and to induce said SINCLAIR REFINING COMPANY to accept said Lease as extended and to enter into performance thereunder, and also in consideration of ONE (\$1.00) DOLLAR in hand paid by said SINCLAIR REFINING COMPANY to the undersigned, receipt whereof is hereby acknowledged, the undersigned does hereby covenant, consent and agree to and with said SINCLAIR REFINING COMPANY, its successors and assigns, that in the event said demised premises are sold by reason of any default under said Mortgage, or because of default in the payment of said indebtedness for which said Mortgage was given to secure, or by reason of any default, said demised premises shall be sold subject to all the terms and conditions of said Lease of March 24, 1939 as last extended by said "Agreement for Extension of Lease" dated August 7, 1954, provided SINCLAIR REFINING COMPANY has kept, maintained and performed the obligations imposed upon it under and by virtue of said Lease as so extended, the Lessee in said Lease as extended to merely attorn to the purchaser at any such sale. The Agreement shall not in any way impair or affect the lien created by said Mortgage except in the manner herein set forth.