

CONSENT AGREEMENT

WHEREAS, a certain mortgage, dated the 2nd day of December, 1953, was executed and delivered by The William Goldsmith Company, a South Carolina corporation, having its principal business office at Greenville, South Carolina, to the undersigned, Fannie W. Bailey Memorial Fund of Thornwell Orphanage, Clinton, South Carolina, which mortgage is recorded in Mortgage Book 580, page 200, in the office of the Register of Deeds of Greenville County, South Carolina, and was given to secure an indebtedness of Nine Thousand & 00/100----- Dollars, and covers premises of which those hereinafter described are a part; and

WHEREAS, The William Goldsmith Company proposes to lease to Sinclair Refining Company, for a period of ten (10) years, beginning on a date as in said lease provided, at a rental of One Hundred Sixty-nine and 25/100 (\$169.25) Dollars per month plus an additional annual rental in a sum equal to one cent (1¢) per gallon of all gasoline in excess of Two Hundred Three Thousand One Hundred (203,100) gallons of all gasoline which the said Sinclair Refining Company shall deliver to the demised premises, described as follows:

A piece, parcel or tract of land situate, lying and being in the City of Greenville, County of Greenville, and State of South Carolina, more particularly described as:

Beginning at a point approximately $1\frac{25}{100}$ One Hundred Twenty Five (125) feet from the Northwest intersection of Birnie Street and Hudson Street and running along the North side of Birnie Street in a Westerly direction a distance of Two Hundred Forty-nine (249) feet to a point; thence at right angles in a Northerly direction a distance of Ninety (90) feet to the South right-of-way line of the Southern Railroad; thence along the South right of way of said railroad in an Easterly direction a distance of Two Hundred Sixty (260) feet to the North side of Birnie Street and the point of beginning; being bounded on the South by Birnie Street; on the West by ~~other~~ ^{now or formerly} lands/owned by the estate of Janie W. Goldsmith; and on the North by the right of way of the Southern Railroad; and

WHEREAS, the loan created by said loan is superior to said lease agreement; and

WHEREAS, a condition of said lease is that there shall be obtained a subordination of the lien of any mortgage to which the demised premises may be subjected, and Sinclair Refining Company is unwilling to accept said lease and enter into a performance thereunder unless the lien of said mortgage shall be subordinated;

NOW, THEREFORE, in consideration of the premises and to induce Sinclair Refining Company to accept said lease and to enter into performance thereunder, and also in consideration of One and no/100 (\$1.00) Dollar in hand to it paid by Sinclair Refining Company, the receipt whereof is hereby acknowledged, the undersigned does hereby covenant, consent and agree to and with 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 executed to secure, said demised premises shall be sold subject to all the terms