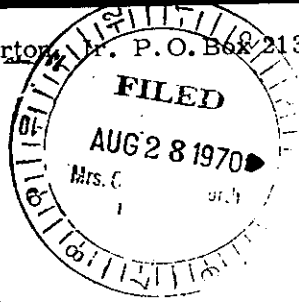


Mail to: Lawrence Egerton, P. O. Box 2139, Greensboro, North Carolina 27402

AUG 28 1970



VOL 897 PAGE 233

South 1951 CAROLINA

GREENVILLE COUNTY

CONSENT TO AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable considerations, John C. Henderson and wife, Faye W. Henderson the undersigned, Owners of the property hereinafter described, hereby acknowledge that certain agreement between U-FILLER-UP, INC., a North Carolina Corporation, and Distributor and Handee Mart Food Stores, Inc, as Operator, said property being in \_\_\_\_\_ Township, Greenville County, ~~North~~ Carolina, described as follows: All of that certain piece, parcel or lot of land located in the Town of Mauldin, County of Greenville, State of South Carolina, situate, lying and being on the west side of Laurens Road, U. S. Highway 276, and having, according to a plat of the Property of John C. Henderson and Faye Henderson, dated October 18, 1967, prepared by Piedmont Engineers and Architects, the following metes and bounds, to-wit: BEGINNING at an iron pin on the west side of Laurens Road, U. S. Highway 276, which iron pin is 200 feet south from property now or formerly owned by R. V. Chandler and running thence with the west side of Laurens Road, U. S. Highway 276, S. 8-26 E. 80 feet to an iron pin; thence S. 81-34 W. 175.0 feet to an iron pin; thence N. 8-26 W. 80.0 feet to an iron pin; thence N. 81-34 E. 175.0 feet to the iron pin at the point of beginning.

Said Owners of the premises hereby agree to the aforesaid contract and specifically agree as follows:

1. That the gasoline pumps, tanks and other related property installed by the Distributor shall be for all purposes considered "personal property", irrespective of how it may be affixed, and may be removed by Distributor at any time, provided, that the distributor will remove said personal property in a workmanlike manner and return the premises to the Owners in as good a condition as it was before installing said equipment.

2. That in the event the Owners, for any reason, terminate their lease with said tenant prior to the term of the existing lease with said tenant that they will give first right of refusal to the Distributor to assume said lease under its existing provisions for the balance of the term.

IN TESTIMONY WHEREOF, The Owners have hereunto set their hands and seals the day and year first above written.

Witness: Joseph D. Boyer, John C. Henderson (SEAL)
witness Jimmy R. Helms, Faye W. Henderson (SEAL)

STAT. South CAROLINA

Greenville COUNTY

John E. Palmer, a Notary Public of said County, do hereby certify that John C. Henderson and wife Faye W. Henderson Owners personally appeared before me this day and acknowledged the execution of the foregoing Consent to Agreement.

Witness my hand and notarial seal, this the 23 day of Feb 1970.

John E. Palmer
Notary Public

(Continued on next page)