

DONNIE S. TANKERSLEY
R.M.C.
FILED
APR 27 1979
AM TO THE FIRST NATIONAL BANK OF ATLANTA
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CONSENT AND AGREEMENT

GERALD T. WOODS
HANSELL, POST, BRANDON & DORSEY
3300 FIRST NATIONAL BANK TOWER
ATLANTA, GEORGIA 30303
VOL 1101 PAGE 410

Gentlemen:

1. The undersigned is the owner and landlord of certain business premises located at Green Gate Office Park Building 4 Suite 403 in the City of Greenville, County of Greenville and State of South Carolina (hereinafter referred to as the "Premises"), as more particularly described in Exhibit A attached hereto and by reference made part hereof.

2. The undersigned understands that The Robinson-Humphrey Company, Inc., the lessee of a portion of the Premises pursuant to lease agreement, dated September 15, 1977 ("Lease"), and/or its subsidiaries (hereinafter referred to collectively as the "Debtor Parties"), have on the Premises or will maintain or install on the Premises hereafter equipment, machinery, leasehold improvements, furniture and fixtures (hereinafter referred to collectively as the "Chattels") in which you have or will have a security interest as a secured creditor of the Debtor Parties, or any one or more of them.

3. For \$10.00 and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby consents and agrees as follows: (a) That undersigned recognizes and acknowledges that any claim you now have or may hereafter acquire against such Chattels as a secured creditor of the Debtor Parties, or any one or more of them, shall be superior to any lien, claim, right, title or interest of any nature which the undersigned now has or may hereafter acquire as to such Chattels by statute, agreement or otherwise; (b) That the Undersigned will not claim, levy, seize, distraint, repossesses or assert rights against the Chattels at any time hereafter unless and until that certain promissory note, executed in September, 1978 by R-H Associates, Inc. in favor of you, in the original principal amount of \$1,500,000.00 ("Note"), together with any extensions or renewals thereof, is paid in full; (c) That the Chattels shall remain personal property notwithstanding the manner or mode of their attachment to the Premises and shall not become fixtures thereon; and (d) That upon the occurrence of any event of default by R-H Associates, Inc. under the Note, you may enter upon the Premises and remove the Chattels therefrom, but with reasonable compensation to the Undersigned for any damage to the Premises caused thereby.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Consent and Agreement as of the 25th day of SEPTEMBER 1978.

GREEN GATE INVESTMENT Co (SEAL)
By: [Signature]
Title: John J. Gilchrist, Agent

Signed, sealed and delivered in the presence of:

[Signature: Sheila Maples]
Witness

[Signature: Shyllis Dierken]
Notary Public

(Notarial Seal)

My Commission Expires:

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