

defend it) against and from all liabilities, losses, damages, costs and expenses (including without limitation reasonable attorney's fees), arising out of injury (including death) to any person or damage to any property resulting from or in connection with the exercise of the rights, privileges, or easements herein granted and conveyed to Haywood Holding by Daniel; (d) that it agrees at its own cost and expense to carry insurance in coverages and limits required by Daniel heretofore delivered to Haywood Holding, and it shall submit an executed Certificate of Insurance evidencing compliance with such requirements prior to entering onto the easement granted herein; and (e) that it will restore the Daniel Property to substantially the same condition as it existed prior to the exercise of the rights and privileges herein granted or to such condition as shall be reasonable acceptable to Daniel.

IN WITNESS WHEREOF, the undersigned have executed this Consent and Agreement as of this 13th day of December, 1984.

WITNESSES:

C. T. Thomas Green III
Carol E. Cox

A. Marvin Pettibone
Stephen J. McDavid

DANIEL INTERNATIONAL CORPORATION

By: [Signature]
Vice President

HAYWOOD HOLDING COMPANY, a South Carolina Limited Partnership

By: [Signature]
Sole General Partner

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