

LANDLORD/MORTGAGEE WAIVER AND CONSENT

TO: Commercial Credit Equipment Corp. (Name of Seller/Lender/Lessor)

3726 Latrobe Drive Charlotte NC (Number, Street) (City) (State)

SPINX OIL COMPANY, INC. ("Client") (Name of Purchaser/Borrower/Lessee)

346 White Horse Road Greenville S. C. (Number, Street) (City) (State)

5800 S. Pleasantburg Dr., Greenville, S. C. ("Premises") (Address of Premises where Equipment to be Installed) (Attach Legal Description if Undersigned is Owner)

Undersigned is the Owner or Mortgagee of Premises. Undersigned understands that Client has on Premises or will install on Premises equipment...

1. That Undersigned recognizes and acknowledges that any claim or claims that you or your assigns have or may hereafter have against such Equipment is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to such Equipment by statute, agreement or otherwise.

2. That each and every right which Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by Client, to levy or distraint upon Equipment for rent, in arrears, in advance or both, or to claim, or assert title to Equipment is hereby waived.

3. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment of Equipment to premises and shall not become fixtures.

4. In the event of default by Client in the performance of any of the terms and conditions of any agreement with you, you or your assigns may remove Equipment, or any part thereof, from Premises, in accordance with the terms and conditions of such agreement...

5. You or your assigns may, without affecting the validity of this Agreement, extend the times of payment of any indebtedness of Client to you or assigns or the performance of any of the terms and conditions of any agreement, without the consent of Undersigned and without giving notice thereof to Undersigned.

6. If Undersigned is a Mortgagee, Undersigned represents that the mortgage on Premises is dated December 22, 1981...

7. This Agreement shall inure to the benefit of the successors and assigns of you and shall be binding upon the heirs, personal representatives, successors and assigns of Undersigned and shall inure to the benefit of anyone succeeding to your interest in Equipment or your security interest therein.

Signed and sealed this 16th day of February 1982

Signed subject to Rider listed on reverse side of this document

Veretha C. Powell (Signature)

Bankers Trust of S. C. (Seal)

John S. Poole (Signature)

ACKNOWLEDGE HERE IF THE LANDLORD OR MORTGAGEE WHO SIGNED ABOVE IS AN INDIVIDUAL OR A PARTNERSHIP

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE On this 16th day of February 1982 before me personally appeared

Name and residence address of the person who signed the above Waiver and Consent to me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, personally known to be (the Individual) (a partner in the partnership) described in and who which executed and delivered the above Waiver and Consent and he, being by me duly sworn and being informed of the contents of said Waiver and Consent stated and acknowledged that he signed, executed, sealed and delivered same as this free and voluntary act and deed (the free and voluntary act of said partnership), for the uses, purposes and considerations therein mentioned and set forth.

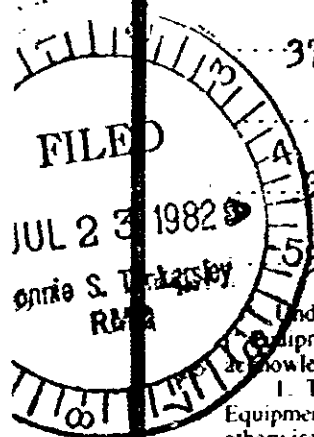
In testimony whereof, I have hereunto set my hand and official seal the day and year next above written My commission expires (Notarial Seal)

ACKNOWLEDGE HERE IF THE LANDLORD OR MORTGAGEE WHO SIGNED ABOVE IS A CORPORATION

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE On this 16th day of February 1982 before me personally appeared John S. Poole, P. O. Box 608, Greenville, S. C. 29602

to me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, personally well-known to be and who stated that he is an officer of the Corporation named in and which executed the above Waiver, and that he knows the corporate seal of the said Corporation, and who being by me duly sworn, stated on oath and acknowledged that the seal affixed to said instrument is the corporate seal of the said Corporation, that he was duly authorized to execute said instrument for, in the name of and on behalf of said Corporation, and that the same was signed, sealed, executed and delivered by him in the name of and on behalf of the said Corporation by authority of its Board of Directors and he duly acknowledged and stated the execution of said instrument to be his voluntary and free act and deed in his said capacity and the voluntary and free act and deed of said Corporation by it, and by him voluntarily executed for the uses, purposes and consideration therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal the day and year next above written My commission expires (Notarial Seal)



Strike inapplicable language.

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