

CONSENT TO REMOVAL OF PERSONAL PROPERTY AFFIXED TO REAL PROPERTY

GIVEN BY PELHAM INTERSTATE JOINT VENTURE
Dated _____, 1984

7. The undersigned hereby consents to the granting of a mortgage by the Debtor to the Secured Party with respect to all of Debtor's right, title and interest in, to and under (i) the leasehold estate in the Real Property created pursuant to a Lease Agreement dated April 7, 1972 between the undersigned and Heberlein Patent Corporation, memoranda of which have been recorded in the RMC Office of Greenville County, South Carolina in Book 941 at Page 329 and in Book 959 at Page 449, said Lease Agreement having been assigned to Debtor by mesne assignments, the assignment to Debtor being evidenced by that Memorandum of Assignment and Assumption of Lease recorded on July 21, 1983 in the Greenville County RMC in Volume 1192 at Page 770 (the "Lease"), and (ii) the rights to purchase the Real Property granted under that certain Option Agreement dated July 18, 1983 between the undersigned and Debtor, as amended by that First Amendment to Option Agreement dated July 18, 1983 between the undersigned and Debtor, a memorandum of said Option Agreement being recorded in the Greenville County RMC in Volume 1192 at Page 764 (the Option Agreement, as so amended and evidenced, being referred to herein as the "Option Agreement").

8. The undersigned hereby represents and warrants to Secured Party as follows:

(a) Neither the Lease nor the Option Agreement has been modified, changed, altered or amended in any respect, except as the Lease has been modified and amended by the Option Agreement and by that certain Assignment and Assumption of Lease dated July 18, 1983 by and between Heberlein American Incorporated (formerly Heberlein Patent Corporation), Heberlein Leasing Corporation, Arova AG, Ernest L. Frankl Corporation, the undersigned and Debtor.

(b) The Lease sets forth the entire agreement between the undersigned and Debtor with respect to the payment of rents.

(c) The Option Agreement sets forth the entire agreement between the undersigned and Debtor with respect to the right to purchase the Real Property, and no person other than Debtor has any rights or options to purchase the Real Property.

(d) The Debtor occupies the Real Property under the Lease and all rental payments due and owing under the Lease have been paid.

(e) Neither the undersigned nor the Debtor is in default with respect to any provision of the Lease and/or the Option Agreement, and the Lease and the Option Agreement are in full force and effect on the date hereof.

9. The undersigned agrees that it shall not enter into any alteration, modification, amendment or termination of the Lease and/or the Option Agreement without first obtaining Secured Party's prior written consent, and Secured Party shall not be bound to any such modification, amendment, alteration or termination made without such consent.

10. In the event Secured Party enters upon the Real Property to remove any fixtures constituting Personal Property of Debtor, Secured Party shall repair, to a good condition, and at no cost to Landlord, any damage to the leased premises caused by the removal of said fixtures. Any Purchaser at foreclosure and the secured party as grantee or assignee of the leasehold under an assignment or deed in lieu of foreclosure shall take the real property subject to the Lease and Option Agreement, as amended, and the Lessor shall remain bound by the terms and conditions of the Lease and Option Agreement, as amended and said agreements shall remain in full force and effect and binding upon Lessor and any subsequent owner of the leasehold.

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