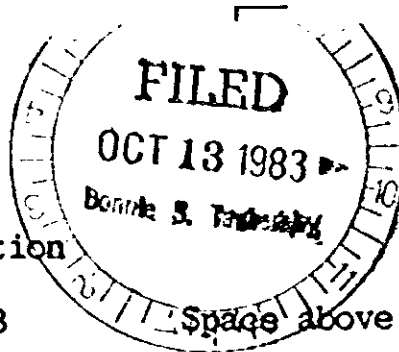


lien recorded mail to:



VOL 1198 PAGE 369

McDonnell Douglas Finance Corporation  
100 Oceangate, Suite 900  
Long Beach, California 90802-4348

Space above this line for recorder's use

REAL PROPERTY WAIVER

Gentlemen:

Reference is made to the premises and the improvements thereon located at 7 North Laurens Street, City of Greenville, County of Greenville, State of South Carolina (said premises and improvements thereon are hereinafter referred to as the "premises"). Said premises are legally described on Exhibit "A" attached hereto. McDonnell Douglas Finance Corporation or one of its affiliated corporations, McDonnell Douglas Industrial Finance Corporation, MDFC Equipment Leasing Corporation are hereinafter referred to as "MDFC", has entered into or is proposing to enter into either an Equipment Lease Agreement (hereinafter referred to as the "Lease"), or a Security Agreement (hereinafter referred to as the "Security Agreement") as lessor in the case of a Lease or as secured party in the case of a Security Agreement with ENWRIGHT ASSOCIATES, INC. (hereinafter referred to as "Obligor") by the terms of which MDFC is now or is contemplating leasing or financing as the case may be, for use on the premises certain equipment and other tangible personal property (said equipment and other tangible personal property and any and all substitutions to and replacements and substitutions thereof are hereinafter referred to as the "Equipment") described on the attached Exhibit "B" and as may be added from time to time by subsequent schedules to the Lease or Security Agreement.

As an inducement to MDFC to lease or finance the Equipment for use on the premises it is hereby agreed as follows:

1. Installation of the Equipment upon the premises is hereby consented to by the Owners/Lessors/Mortgagees or Trust Deed Beneficiaries and it is agreed that the Equipment shall at all times be and remain personal property and not be considered fixtures to real property notwithstanding that any such Equipment may in any manner be attached to or affixed or imbedded in, or permanently resting upon, the premises, or any part thereof.
2. The Owners/Lessors/Mortgagees or Trust Deed Beneficiaries hereby waive any and all right, title, lien or interest which it (they) might now or hereafter otherwise have in and to the Equipment, including, without limiting the generality of the foregoing, the right of levy or distraint for rent due or to become due.
3. Notwithstanding any of the terms and provisions of any agreement between the Owners/Lessors/Mortgagees or Trust Deed Beneficiaries and the Obligor, the rights, powers and privileges of the Owners/Lessors/Mortgagees or Trust Deed Beneficiaries with respect to the Equipment shall at all times be subordinate, and subject to the rights, powers and privileges of MDFC, its successors and assigns under the Lease or the Security Agreement as the case may be.

49-4-1 (Note)  
(500) 2-3-5

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