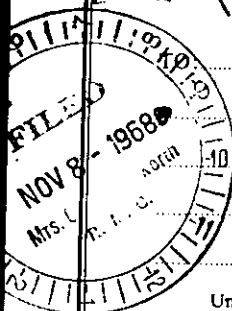


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LANDLORD/MORTGAGEE WAIVER AND CONSENT

Commercial Credit Industrial Corp.

300 St. Paul Place

(Name of Seller/Lender/Lessor)

Baltimore

Maryland

(Number, Street)

(City)

(State)

Pinehill Manufacturing Co., Inc.

(Name of Borrower/Lessee)

("Client")

1224 Poinsett Highway

Greenville

South Carolina

(Number, Street)

(City)

(State)

1224 Poinsett Highway

Greenville, South Carolina ("Premises")

(Address of Premises where Equipment to be Installed)

Undersigned is the Owner or Mortgagee of Premises. Undersigned understands that Client has on Premises or will install on Premises equipment ("Equipment") either owned by you or in which you have or will have a security interest. For valuable consideration, receipt of which is acknowledged, Undersigned consents and agrees as follows:

- 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. Undersigned will make no claim whatsoever to Equipment. In the event of any such default by Client, Undersigned may direct you or your assigns to remove Equipment upon three (3) months' advance written notice.
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 executed by Client is dated

is recorded in the office of _____, in County of _____, State of _____, on _____, 19____, in book No. _____, page No. _____, as document No. _____.

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. Signed and sealed this 25th day of OCTOBER, 1968.

Witness or Attest: Thomas A. Corrigan, Mirella Rose

By: Ralph Iselin, Vice President, Greenville Industries, Inc. (Signature of Owner, Officer or Firm Member)

STATE OF New York COUNTY OF Saratoga

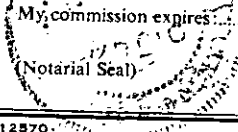
INDIVIDUAL AND PARTNERSHIP LANDLORD/MORTGAGEE ACKNOWLEDGMENT

On this 25th day of October, 1968, personally appeared before me the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting... (Landlord/Mortgagee) to me 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 (his 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.

CORPORATE LANDLORD/MORTGAGEE ACKNOWLEDGMENT

On this 25th day of October, 1968, personally appeared before me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting... Ralph Iselin, Vice President (Name of Officer of Landlord/Mortgagee) to me personally well-known to be and who stated that he was the... (Title of Officer) of Greenville Industries, Inc. the Corporation named in and which executed the above Waiver, and who 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 this 25th day of October, 1968. My commission expires 3/30/70.



Frederick D. Baxter, Notary Public in the State of N. Y., Saratoga County, Commission Expires Mar 30 1970

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