

4. It is agreed that MDFC shall have the right at any time, and from time to time, without notice, to enter upon the premises for the purposes of inspection of the Equipment or removal of or sale of the Equipment or any part thereof from the premises in accordance with the Lease or the Security Agreement as the case may be.

5. This Real Property Waiver and all rights granted hereby to MDFC shall terminate upon full payment and performance of all obligations by Obligor under the terms of the Lease or Security Agreement and any and all supplements thereto. Upon such termination, MDFC shall if so requested by the Owners/Lessors/Mortgagees or Trust Deed Beneficiaries, execute and deliver to said party a release of all such rights granted herein.

6. Any written notice which MDFC or the Owners/Lessors/Mortgagees or Trust Deed Beneficiaries desires to give to the other shall be effective upon receipt and shall be delivered via United States mail, certified or registered and addressed to the addressees' indicated herein.

7. This Real Property Waiver shall inure to the benefit of and be binding upon the successors, heirs, and assigns of the parties hereto.

If the above correctly sets forth our agreement, please indicate your approval thereof by signing in the space provided below, and returning one executed copy of this letter of agreement to MDFC.

Very truly yours,

MDFC EQUIPMENT LEASING CORPORATION

Lynn McLean
WITNESS

N.S. Colapietro
WITNESS

By *Thomas J. Lumberg*

APPROVED AND AGREED TO:

By: *Ronald A. Kozma*
Its: SENIOR VICE PRESIDENT
For: BTP CAPITAL CORP.
Interest: MORTGAGEE

Street Address

City and State

By: _____
Its: _____
For: _____
Interest: _____

Street Address

City and State

By: _____
Its: _____
For: _____
Interest: _____

Street Address

City and State

(Acknowledgment by Notary Public for all signatures must be attached hereto)

(CONTINUED ON NEXT PAGE)

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