



**CONSENT & WAIVER**

BY OWNER, LANDLORD OR MORTGAGEE OF REAL ESTATE  
(Hereinafter referred to as "Undersigned")

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1. For good and valuable consideration, receipt of which is hereby acknowledged, Undersigned, Donaldson Development Commission of Donaldson Center  
(Name) (No. of Street)  
Greenville Greenville S. C.  
(City or Town) (County) (State)  
being owner, landlord or mortgagee of certain real estate known as National Galvanizing (Div. of Chemsiz),  
Greenville Greenville South Carolina 1042 Donaldson  
(City or Town) (County) (State) (Street No.) Center Ind. Park

and legally described as follows:

20,000-square-foot metal hangar building located at #1042 Terminal Road, Donaldson Center Industrial Air Park, Greenville County, Greenville, South Carolina.

said premises now being occupied by Chemsiz, Inc., hereinafter referred to as "Occupant," and said Occupant having leased or purchased or will lease or purchase from Equico Lessors, Inc. P.O. Box 1318, Minneapolis, Minnesota 55440, hereinafter referred to as "Equico," the following equipment described or to be described in a certain Lease or Conditional Sales Contract hereinafter referred to as "Instrument," (by reference to made a part hereof) dated 7/22, 1981, between Equico and Occupant, the Owner or Lessee of said equipment described as follows:

"AS PER ATTACHED SCHEDULE "A" AND BY REFERENCE MADE PART HEREOF..."

"And all future and/or existing lease and/or credit transactions consummated between Chemsiz, Inc. and Equico. Proper description & notification will be sent to the landlord by Equico without request by the landlord."

does hereby agree that the said equipment may be affixed to the above-described real estate and that said equipment is to remain personal property notwithstanding the manner which it is affixed to the said real estate and that title thereof shall remain in Equico, its legal representatives, successors, agents or assigns until such time as it is conveyed, by Equico, to other parties.

2. This agreement shall also apply to any of the above described equipment which is already on the premises, or may hereafter be delivered or installed thereon, and are or may hereafter become subject to the aforementioned Instrument.

3. Undersigned waives each and every right which Undersigned now has or may hereafter have under the laws of the State of South Carolina or any other state or by the terms of any real estate lease or mortgage now in effect or hereafter executed by Undersigned or said Occupant to levy or distraint upon for rent, in arrears, in advance or both, or to claim or assert title to the aforesaid equipment leased or sold by Equico.

4. Undersigned recognizes and acknowledges that any claim or claims that Equico has or may hereafter have against said equipment by virtue of any such Instrument 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.

5. It is further agreed that Equico or its assigns or agents may remove said equipment from the above-described premises whenever Equico feels it is necessary to do so to protect its interest and without liability or accountability to the Undersigned therefore.

6. Equico may, without affecting the validity of this agreement, extend the times of payment of any indebtedness of Occupant, to Equico or alter the performance of any of the terms and conditions of any such Instrument, without the consent of Undersigned and without giving notice thereof to Undersigned.

7. This agreement shall inure to the benefit of the successors and assigns of Equico and shall be binding upon the heirs, personal representatives, successors and assigns of Undersigned.

IN WITNESS WHEREOF, the Undersigned has set his hand and seal, or caused its hand and seal to be affixed this

19th day August, 81.

(Corporate Seal)

[Signature]  
(Witness)  
[Signature]  
(Witness)

Donaldson Development Commission (OVER TO NOTARIZE)  
(Corporation, Partnership, or Proprietorship)  
by [Signature]  
Charles L. Sanders, Executive Director  
(Typed Name of Signature and Title)

Note: Acknowledgment on reverse side must be completed.

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