

such removed Leased Equipment;

WHEREAS, the Company has delivered as of the date of execution of this First Amendment, a Bill of Sale conveying all of the Company's right, title and interest in such Additional Leased Equipment to the County;

WHEREAS, the County is willing to lease such Additional Leased Equipment back to the Company on the terms set forth in the Lease Agreement;

NOW, THEREFORE, the parties agree as follows:

(1) Exhibit B to the Lease Agreement is deleted in its entirety and Exhibit B to this First Amendment is substituted therefor.

(2) Except as provided above, all of the terms, conditions, covenants and agreements of the Lease Agreement remain in full force and effect.

IN WITNESS WHEREOF, Greenville County, South Carolina, has executed this First Amendment of Lease by causing its name to be hereunto subscribed by the Chairman of the Greenville County Council and the official seal of said County to be impressed hereon and attested by the County Executive of Greenville County, and Emery Industries, Inc. has executed this First Amendment by causing its corporate name to be hereunto subscribed by its Vice President _____ and its corporate seal to be