

THIS SECOND AMENDATORY LEASE AGREEMENT, dated as of December 1, 1981, between GREENVILLE COUNTY, SOUTH CAROLINA (the County), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Greenville County Council (the County Council), which is the governing body of said County, the party of the first part, and ALLIED PRODUCTS CORPORATION, a corporation organized and existing under the Laws of the State of Delaware (the Lessee), the party of the second part;

WHEREAS, the parties hereto have heretofore entered into a certain Lease Agreement, dated as of November 1, 1979, and recorded in the Office of the Register of Mesne Conveyances on November 19, 1979, in Volume 1115, at Page 877 (the Lease Agreement); and

WHEREAS, the parties hereto have heretofore entered into an Amendment to the Lease Agreement, dated as of November 1, 1980, and recorded in the Office of the Register of Mesne Conveyances for Greenville County on December 4, 1980, in Volume 1138, at Page 340, and are now minded to amend the Lease Agreement so as to extend the Lease Term, to increase the Lease Rentals, and to alter terms of the Note and Mortgage, as such terms are defined in the Lease Agreement;

W I T N E S S E T H:

Greenville County, South Carolina, and Allied Products Corporation hereby amend the Lease Agreement as follows:

1. The definition of First Amendatory Lease Agreement is inserted in Section 1.2 as follows:

"SECOND AMENDATORY LEASE AGREEMENT" means this Second Amendatory Lease Agreement between the County and the Lessee, dated as of December 1, 1981.

2. The definitions of the terms Mortgage and Note, as set forth in Section 1.2 of the Lease Agreement, shall be amended to read as follows:

"MORTGAGE" means the Mortgage given by the County to American National Bank and Trust Company of Chicago, Chicago, Illinois, as Mortgagee, dated as of December 1, 1981, pursuant to which the County's interest in the Lease Agreement, as amended, and the Lease Rentals, revenues, and receipts received by the County from the Project (except payments pursuant to Sections 5.4, 6.3, 8.7, and 10.4 of the Lease Agreement, as amended) are pledged and the Project is mortgaged as security for the payment of the principal of, premium, if any, and interest on the Note.

FILED
SOUTH CAROLINA
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REGISTER OF MESNE CONVEYANCES
GREENVILLE COUNTY

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