

STATE OF SOUTH CAROLINA SEP 27 10 31 AM '82 FIRST AMENDMENT TO  
COUNTY OF GREENVILLE JONAS S. TANKERSLEY LEASE AGREEMENT  
R.M.C.

WHEREAS, Lease Agreement was made and entered into as of the 1st day of November, 1981, by and between W.L.D. PROPERTIES, INC., a corporation organized and existing under the laws of the State of South Carolina (herein referred to as "Lessor"), and SPECIALTY SHEARING, INC., a corporation organized and existing under the laws of the State of North Carolina (herein referred to as "Lessee"), such Lease Agreement being recorded in the RMC Office for Greenville County, South Carolina, on March 3, 1982 in Deed Book 1163 at Page 325; and

WHEREAS, the parties wish to amend such Lease Agreement to clarify one provision, to amend the notice provision, and to correct an error in a distance in the description of the property covered thereunder.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration the parties agree as follows:

1. Paragraph 19(a) shall be deleted and replaced with the following:

"(a) At any time after the date hereof and until the end of the term of this Lease, Herb Lepofsky and Jim Gaino, or their assigns (hereinafter "Lepofsky and Gaino"), shall have the option to purchase the premises described on Exhibit A and B for the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00); provided, however, that one hundred percent (100%) of any and all rental payments made by Lessee during the first year of the term of this Lease and seventy-five percent (75%) of any and all rental payments made by Lessee during the second year of the term of this Lease shall be credited against such purchase price."

2. Paragraph 25 shall be deleted and replaced with the following: