

FIRST AMENDATORY MORTGAGE AND FINANCING AGREEMENT

THIS FIRST AMENDATORY MORTGAGE AND FINANCING AGREEMENT, dated as of December 1, 1983, by and between Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "Issuer") and National Tool of South Carolina, Inc., a South Carolina corporation ("NTSC").

WHEREAS, the Issuer has heretofore issued a \$1,000,000 Industrial Development Revenue Note (National Tool and Manufacturing Company Project) 1983, (the "Parent Note") to defray the cost of the Project; and

WHEREAS, National Tool and Manufacturing Company, a New Jersey corporation (the "Corporation") has sold, leased or assigned this Project to NTSC which is a wholly owned subsidiary of National Tool;

WHEREAS, NTSC has requested the Issuer to issue an additional revenue note in the principal amount of \$500,000 and make the proceeds thereof available to defray the cost of expanding a building or buildings and of acquiring, by construction and purchase, certain additional improvements, machinery and equipment deemed necessary, suitable or useful by NTSC for the purpose of manufacturing and warehousing mold bases and accessories for the plastics industry (the "Project"), all to be located within the jurisdiction of the Issuer; and

WHEREAS, the Issuer has, by due corporate action, authorized the issuance of a \$500,000 Industrial Development Revenue Note (National Tool of South Carolina, Inc. Project) 1983 (the "National Tool of S. C. Note") pursuant to the Act and agreed to make the proceeds thereof available to NTSC to defray the cost of acquiring the Project pursuant to the terms of a Mortgage and Financing Agreement dated as of September 1, 1983 by and between the Corporation and the Issuer, and by this First Amendatory Mortgage and Financing Agreement by and between NTSC and the Issuer (the Mortgage and Financing Agreement as amended is hereinafter referred to as the "Agreement") under the terms of which NTSC is obligated to make payments to or for the account of the Issuer in the amount necessary to pay the principal and interest on the Parent Note and the National Tool of S. C. Note as and when the same become due and payable and all other expenses and costs incurred by the Issuer in connection with the Indenture dated as of September 1, 1983, between the Issuer and Bankers Trust of South Carolina, a banking association organized and existing under the laws of South Carolina, as lender (the "Lender"), as amended by the First Amendatory Indenture dated as of December 1, 1983, by and between the Issuer and the Lender (the Indenture as