

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT entered into this 1st day of December, 1984 (the "Lease Amendment") to the LEASE AGREEMENT dated as of June 1, 1983 (the "Lease") by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF COLUMBIANA, a public corporation and instrumentality under the laws of the State of Alabama (the "Lessor"), and NEA CORP., a Massachusetts corporation (the "Lessee"),

W I T N E S S E T H:

1. Section 7.3(d) of the Lease is amended to read as follows:

(d) The Lessee will not transfer or dispose of all or substantially all of its assets (either in a single transaction or in a series of related transactions), and will not merge or consolidate with any other corporation nor permit one or more corporations to consolidate with or merge into it unless the following conditions and provisions are complied with: (i) that such surviving, successor or transferee corporation is a corporation organized and existing under the laws of one of the states of the United States of America and is duly qualified to do business in the State, (ii) that the assignee corporation or the corporation resulting from or surviving such merger or consolidation shall expressly assume and agree in writing delivered to the Lessor and the Trustee to pay and perform all of the Lessee's obligations under this Lease Agreement, and (iii) in connection with any such consolidation or merger, there shall be filed with the Lessor and the Trustee a letter or certificate by a firm of certified public accountants acceptable to the Trustee certifying that upon the consummation of such consolidation or merger the corporation resulting from or surviving such consolidation or merger will have an excess of assets over liabilities of at least \$6,000,000; or (iv) in connection with any transfer or other disposition of assets there shall be filed with the Lessor and the Trustee a letter or certificate by a firm of certified public accountants acceptable to the Trustee certifying that upon the consummation of such transfer the corporation to which such transfer is made will have an excess of assets over liabilities of at least \$6,000,000. If consolidation, merger or sale or other transfer is made as provided in this subsection (d), the provisions of this subsection (d) shall continue in full force and effect and no further

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consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this subsection (d).

2. Section 7.3(e) of the Lease is amended to read as follows:

(e) The Lessee will not in any manner transfer or convey any substantial portion of its property, assets and licenses except in the ordinary course of business or as provided in subsection (d) of this Section; provided, however, the Lessee may without violating the foregoing provisions make such a transfer or conveyance if prior thereto it files with the Trustee a certificate by its chief financial officer or a firm of certified public accountants acceptable to the Trustee certifying that upon the consummation of such transfer or conveyance the Lessee will have an excess of assets over liabilities of at least \$6,000,000.

3. The Lease as herein amended is in all respects adopted, approved, ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be reduced to writing and executed, sealed and attested by their officers, who are thereunto duly authorized, and to be dated as of the date hereinabove stated.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY COLUMBIANA

By George B. Little
Chairman of its Board of Directors

Secretary

NFA CORP

By Don W. Long

Its CHAIRMAN OF THE BOARD

SEAL

Attest.

Its

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George Bentley, whose name as Chairman of The Industrial Development Board of the City of Columbiana, a public corporation and instrumentality under the laws of the State of Alabama, is signed to the foregoing Lease Amendment and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said Lease Amendment, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 13th day of December, 1984.

William R. Justice
Notary Public

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NOTARY PUBLIC
NOTARIAL SEAL
My commission expires: 7/13/87

~~STATE OF ALABAMA)~~ ~~COMMONWEALTH OF MASSACHUSETTS~~
~~JEFFERSON COUNTY)~~ ~~SUFFOLK COUNTY~~

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DAVID CASTY, whose name as CHAIRMAN of NEA Corp., a Massachusetts corporation, is signed to the foregoing Lease Amendment and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said Lease Amendment, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 20 day of December, 1984.

Marcel C. Baglio
Notary Public
NOTARIAL SEAL
My commission expires JAN -7 1985
My commission expires July 7, 1989
Dec 7.50
Jud 1.00
8.50
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