

THIS FIRST AMENDATORY INDENTURE, dated as of July 1, 1982, by and between Greenville County, South Carolina (the "Issuer"), a body politic and corporate and a political subdivision of the State of South Carolina (the "Issuer") and Bankers Trust of South Carolina, a banking association organized and existing under the laws of the State of South Carolina (the "Lender").

WHEREAS, the Lender and RKK Development Company, Inc., a South Carolina corporation (the "Corporation"), have agreed to the modification of certain interest terms and principal repayments and desire to obtain the consent of the Issuer to such changes;

WHEREAS, the Issuer and the Lender desire to amend the Indenture so as to make provision therein for the issuance by the Issuer of an Additional Note in an amount exceeding that now permitted by the Indenture and to amend Exhibit B thereto to include additional items of machinery and equipment;

WHEREAS, the issuance of the additional note and the use of the proceeds thereof to make additional improvements and acquire additional equipment for use at the Project will further increase employment at the Project; and

WHEREAS, the Issuer has determined that such modifications will not adversely affect the Project as defined in the Indenture (the "Indenture") dated as of May 1, 1982, between the Issuer and the Lender and good cause exists for amending the Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained the parties agree as follows:

Section 1. The following definitions contained in Article I of the Indenture are amended to state:

"Imperial Guaranty" shall mean the Guaranty dated as of the date of the Indenture given by Imperial Contracting of South Carolina, Inc. to the Lender as it may be supplemented and amended.

"Krieger Guaranty" shall mean the Guaranty dated as of the date of the Indenture given by David Krieger to the Lender as may be supplemented and amended.

"RKK Guaranty" shall mean the Guaranty dated as of the date of the Indenture given by the Corporation to the Lender.

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