

Lender and the Second Amendatory Indenture dated as of July 1, 1983 by and between the Issuer and the Lender (the Indenture as amended is hereinafter referred to as the "Indenture"), this Agreement or the Project;

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

Section 1. The following definition contained in Article I of the Agreement is amended to state:

"Imperial Guaranty" shall mean the Guaranty dated as of May 1, 1982, given by Imperial Contracting of South Carolina, Inc. (now known as David Krieger & Sons, Inc.) to the Lender as it may be supplemented and amended.

Section 2. The following definitions shall be added to Article I of the Agreement:

"First Amendatory Agreement" shall mean the First Amendatory Financing Agreement dated as of July 1, 1982, between the Corporation and the Issuer.

"First Amendatory Indenture" shall mean the First Amendatory Indenture dated as of July 1, 1982 between the Issuer and the Lender.

"1983 Note" shall mean the \$500,000 Greenville County, South Carolina, Industrial Development Revenue Note (RKK Development Company, Inc. Project) 1983, authorized, issued, executed and delivered by the Issuer pursuant to the Indenture as amended by the First Amendatory Indenture and the Second Amendatory Indenture.

"Second Amendatory Agreement" shall mean this Second Amendatory Financing Agreement dated as of July 1, 1983 between the Corporation and the Issuer.

"Second Amendatory Indenture" shall mean the Second Amendatory Indenture dated as of July 1, 1983 between the Issuer and the Lender.

Section 3. Except as otherwise provided herein, the term "Note" as used in the Agreement shall be deleted and the term "Notes" shall be substituted therefor.

Section 4. The following paragraph shall be added to Section 4.02 of the Agreement:

All revenues and receipts derived by the Issuer pursuant to the Agreement as amended and supplemented by the