

the Third Amendatory Indenture dated as of March 1, 1984 (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 definitions 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., also known as David Krieger & Sons, Inc. and now known as Krieger Corporation to the Lender as amended by the First Supplemental Guaranty dated as of July 1, 1982, the Second Supplemental Guaranty dated as of July 1, 1983, the Third Supplemental Guaranty dated as of March 1, 1984 and any subsequent supplemental guaranty.

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

"Third Amendatory Agreement" shall mean this Third Amendatory Financing Agreement dated as of March 1, 1984, between the Corporation and the Issuer.

"Third Amendatory Indenture" shall mean the Third Amendatory Indenture dated as of March 1, 1984 between the Issuer and the Lender.

"1984 Note" shall mean the \$1,300,000 Greenville County, South Carolina, Industrial Development Revenue Note (RKK Development Company, Inc. Project) 1984, authorized, issued, executed and delivered by the Issuer pursuant to the Indenture as amended by the Third Amendatory Indenture.

"Notes" shall mean collectively, the \$3,000,000 Greenville County, South Carolina Industrial Development Revenue Note (RKK Development Company, Inc. Project) 1982, Series A, the \$1,000,000 Greenville County, South Carolina, Industrial Development Revenue Note (RKK Development Company, Inc. Project) 1982, Series B, the \$500,000 Greenville County, South Carolina, Industrial Development Revenue Note (RKK Development Company, Inc. Project) 1983, and the \$1,300,000 Greenville County, South Carolina, Industrial Development Revenue Note (RKK Development Company, Inc. Project) 1984.

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.