

THIS AMENDATORY LEASE AGREEMENT dated as of March 31, 1982, between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF ALABASTER, a public corporation and instrumentality organized under the laws of the State of Alabama (herein called "the Board"), and R. J. DICK, INC., a corporation organized under the laws of the State of New Jersey (herein called "the Company").

WITNESSETH:

WHEREAS, the Board and the Company have heretofore entered into a Lease Agreement (herein called "the Lease") dated as of May 1, 1974, pursuant to which the Board has acquired certain real property located in the City of Alabaster, Alabama, has constructed thereon a manufacturing plant and has acquired and installed in said plant certain items of machinery and equipment for use in the operation thereof (the said real property, the said manufacturing plant and the said machinery and equipment herein together called "the Project"), all for lease to and use and occupancy by the Company; and

WHEREAS, in order to finance the costs of acquiring and constructing the Project, the Board has heretofore issued \$640,000 principal amount of its First Mortgage Industrial Revenue Bonds, dated May 1, 1974 (herein called "the Bonds"); and

WHEREAS, as security for the Bonds, the Board and Birmingham Trust National Bank (herein called "the Trustee") have entered into a Mortgage and Trust Indenture (herein called "the Indenture") dated as of May 1, 1974, pursuant to which the Board has mortgaged the Project and assigned its interest in the Lease to the Trustee on behalf of the holders of the Bonds; and

WHEREAS, the Board and the Company desire to amend certain provisions of the Lease as herein provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Board and the Company do hereby agree as follows:

RETURN TO:

JOHN G. HARRELL
BRADLEY ARANT, ROSE & WHITE
1400 PARK PL. TOWER
BIRMINGHAM, AL. 35203

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Executed in 6 counterparts of
which this is counterpart # 1

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ARTICLE I

AMENDMENT OF SECTION 6.1 OF THE LEASE RELATING TO ASSIGNMENT AND SUBLEASING

Section 6.1 of the Lease is hereby amended to read as follows:

"Section 6.1 Provisions relating to Assignment and Subleasing by Company. The Company may assign this Lease Agreement and the leasehold interest created hereby, and may sublet the Project or any part thereof, without the necessity of obtaining the consent of either the Board or the Trustee; provided however, that no assignee or sublessee or anyone claiming by, through or under any such assignment or sublease shall by virtue thereof acquire any greater rights in the Project or in any part thereof than the Company then has under this Lease Agreement, and provided further, that except as hereinafter provided, no such assignment or subleasing or any dealings or transactions between the Board or the Trustee or any sublessee or assignee in any way relieve the Company from primary liability or any of its obligations hereunder. Anything herein to the contrary notwithstanding, in the event of (i) the assignment of this Lease Agreement by the Company to Dick-Precismeca, Inc., an Iowa corporation (herein called "DPI"), which is wholly owned by Deutsche Babcock Technologies, Inc., a Delaware corporation, which is wholly owned by Deutsche Babcock-Beteiligungs GmbH which is wholly owned by Deutsche Babcock AG, a German corporation ("DB-AG"), (ii) the assumption by DPI of all the obligations of the Company under this Lease Agreement, and (iii) the execution and delivery by DB-AG of a Guaranty Agreement (the "1982 Guaranty") pursuant to which DB-AG guarantees to the Trustee, on behalf of the holders of the Bonds, the payment of the principal of and interest on the Bonds, the Company shall be relieved of any liability for any obligations hereunder, and all references in this Lease Agreement to "the Guarantor" and "the Guaranty" shall be deleted."

ARTICLE II

CONFIRMATION OF LEASE, AS HEREIN SUPPLEMENTED

All the terms, covenants and conditions of the Lease, as supplemented and amended by this instrument are hereby and all things confirmed and they shall remain in full force and effect.

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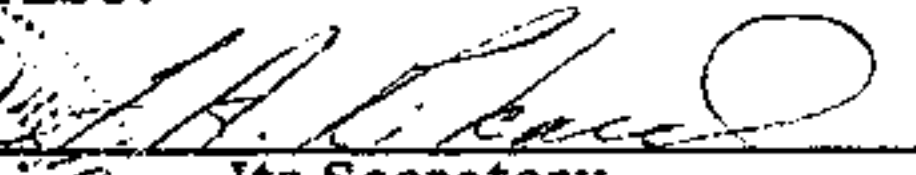
IN WITNESS WHEREOF, the Board and the Company have caused this Lease Amendment to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, and the Board has caused this Lease Amendment to be attested, all by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and have caused this Lease Amendment to be dated as of March 31, 1982, although actually executed by the Company on June 22, 1982, and actually executed by the Board and delivered on June 7, 1982.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF ALABASTER

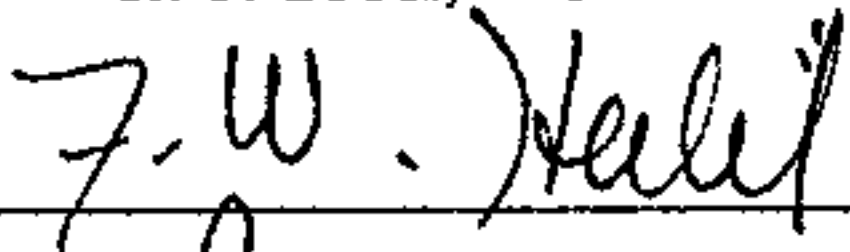
By 
Chairman of its Board of Directors

ATTEST:

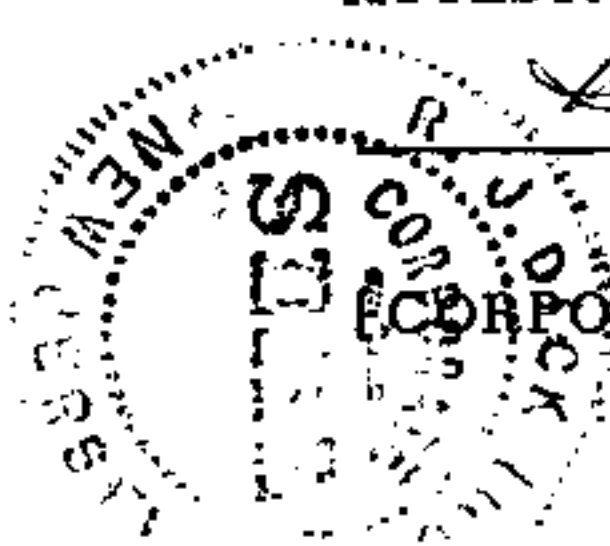


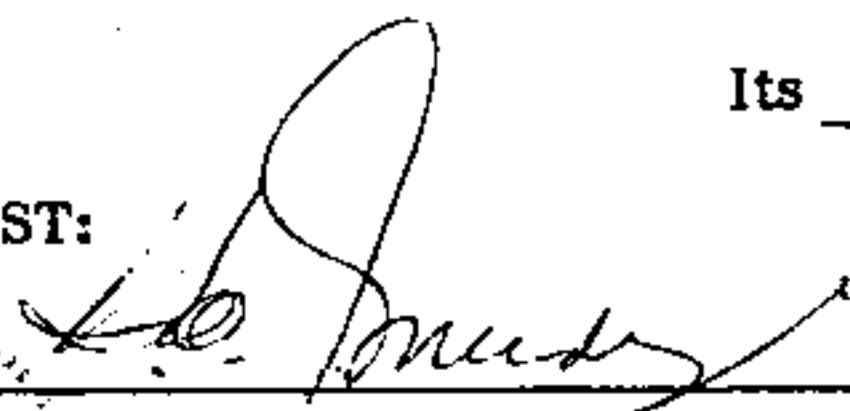

Its Secretary

R. J. DICK, INC.

By 
Its Pres.

ATTEST:





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GIVEN under my hand and official seal of office, this 7th
day of June, 1982.

My Commission Expires February 27, 1985



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STATE OF)
COUNTY OF)

I, Roger L. Lande, a Notary Public in and for said county in said state, hereby certify that Fred. W. Keltz, whose name as President of R. J. DICK, INC., a corporation organized under the laws of the State of New Jersey, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 22nd day of June, 1982.

Roger L. Lande
Notary Public



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 JUL 21 AM 8:54 Rec. 750
Ind. 100
850
F. Thomas A. Shoulen, Jr.
JUDGE OF PROBATE