

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Termination. This Agreement shall terminate upon (i) payment in full of the Note (including interest and premium, if any, thereon); (ii) payment or satisfaction of all other obligations incurred by the Issuer or the Corporation under this Agreement, including (without limitation) interest and other charges, if any, thereon; and (iii) the payment of all Administration Expenses due and to become due.

SECTION 11.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail (except as otherwise specified herein), postage prepaid, addressed as follows:

(a) if to the Issuer,

Greenville County Council
Courthouse Annex
Greenville, South Carolina 29601
Attention: Administrator

(b) if to the Corporation,

National Tool and Manufacturing Company
100-124 North 12th Street
Kenilworth, New Jersey 07033
Attention: President

(c) if to the Lender,

Bankers Trust of South Carolina
Post Office Box 608
Greenville, South Carolina 29602
Attention: Regional Loan Administrator

(d) if to the Depositary:

Bankers Trust of South Carolina
Post Office Box 448
Columbia, South Carolina 29202
Attention: Corporate Trust Department

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Corporation to the other shall also be given to the Lender and the Depositary. The Issuer, the Corporation, the