

or such lesser amount as may then be outstanding but solely from the revenues and receipts of the Issuer derived pursuant to the Mortgage and Financing Agreement (hereinafter referred to) as provided in the Indenture (hereinafter referred to), and to pay, but solely from such revenues and receipts, interest on the outstanding balance of said principal sum from the date hereof at the rate per annum of seventy-two percent (72%) of the Prime Rate (the "Interest Rate"). "Prime Rate" means the prime rate of interest publicly announced as such by Bankers Trust of South Carolina at Columbia, South Carolina, including all changes in such rate as in effect from time to time. Upon a Determination of Taxability (as such term is defined in the Indenture), the Interest Rate on this note shall be increased as of the date of the Event of Taxability (as such term is defined in the Indenture) giving rise to such a Determination to the rate per annum equal to the Prime Rate plus one percent (1%) per annum (the "Taxable Rate"). Interest on this note shall be payable on the first day of each month beginning October 1, 1983. Additional interest in the amount of \$10,000 shall be due upon delivery of this note to the initial purchaser. All such interest shall be computed on the basis of a 360-day year and for the rate in effect on each day of the computational period.

Principal on this note shall be payable in 143 installments of \$6,944.44 each on the first day of each month commencing October 1, 1984, and a final installment of principal in the amount of \$6,945.08 plus interest on this note due on September 1, 1996.

The principal and interest on this note are payable in any coin or currency or wire transfer of collected funds of the United States of America, which at the respective times of payment, is legal tender for the payment of public and private debts. The final installment of the principal and interest on this note shall be paid upon presentation and surrender hereof to National Tool and Manufacturing Company, a New Jersey corporation (the "Corporation"), at the principal office of the registered owner hereof or at such other address designated by the Lender pursuant to the terms of the Indenture. All other installments of principal and interest hereon shall be paid to the registered owner in immediately available funds at any account designated by such owner maintained in a bank or similar financial institution that either clears through the federal reserve system or has arrangements permitting items handled for such bank or financial institution to be so cleared through the federal reserve system on the due date for such payment. If no account is designated such payments may be made by check or draft drawn on or certified by a bank and mailed to such person at his address last appearing

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