

date until maturity or until the date fixed for prepayment (whichever occurs first), at the rate per annum of seventy-two percent (72%) of the Prime Rate. The interest rate on the National Tool of S.C. Note shall be payable monthly on the first day of each month commencing January 1, 1984. Additional interest in the amount of \$5,000 shall be due on the date of the delivery of the National Tool of S.C. Note. 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 the National Tool of S.C. Note shall be payable in 143 monthly installments of \$3,472.22 each commencing October 1, 1984 plus a final installment of \$3,472.54 due on September 1, 1996.

Section 5. The National Tool of S.C. Note shall be in substantially the following form:

[FORM OF NOTE]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
INDUSTRIAL DEVELOPMENT REVENUE NOTE
(NATIONAL TOOL OF SOUTH CAROLINA, INC. PROJECT) 1983

\$500,000

December __, 1983

Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "Issuer"), for value received, hereby promises to pay to Bankers Trust of South Carolina or its registered assigns, on the first day of September, 1996, upon presentation and surrender hereof, the principal sum of

Five Hundred Thousand Dollars (\$500,000)

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, as amended, (hereinafter referred to) as provided in the Indenture, as amended, (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