

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
INDUSTRIAL REVENUE NOTE
SERIES 1982
(ALLIED PRODUCTS CORPORATION - LESSEE)

No. 1

\$3,500,000.00

KNOW ALL MEN BY THESE PRESENTS, that Greenville County, a body politic and corporate, and a political subdivision of the State of South Carolina (the County), for value received, promises to pay, but only from the source and as hereinafter provided, in immediately available funds, to the order of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois (the Mortgagee), at its principal office in the City of Chicago, State of Illinois (or at such other place as the holder hereof shall designate in writing to the County), the sum of THREE MILLION FIVE HUNDRED THOUSAND and no/100 (\$3,500,000.00) Dollars, payable in twenty (20) equal, consecutive, quarterly installments of principal in the amount of \$175,000 each, on April 30, July 3, October 31, and January 31, of each year, beginning on April 30, 1983 and continuing to and including January 31, 1988, and to pay in like funds interest on the unpaid balance of said principal sum from the date hereof, at the rate of Seventy per centum (70%) of the prime rate as announced from time to time by American National Bank and Trust Company of Chicago, Chicago, Illinois (computed on the basis of a year of 360 days and actual days elapsed), such interest to be payable in quarterly installments on each principal payment date, to and including January 31, 1988; provided that (i) upon the occurrence of an Event of Default as specified hereinbelow, or (ii) if the Mortgagee shall make any advance described in Section 6.7 of the said Amended Lease Agreement (as hereinafter defined), the County promises to pay interest at the Penalty Rate, as defined in said Amended Lease Agreement, upon the unpaid principal balance outstanding hereunder from the date of such occurrence of an Event of Default and upon the amount advanced from the date of any such advance, as the case may be, upon demand.

This Note is the "Note" referred to in the Lease Agreement (the Lease Agreement), dated as of November 1, 1979, between the County and Allied Products Corporation, a corporation organized and existing under the Laws of the State of Delaware (the Lessee), as amended by the First Amendatory Lease Agreement (the First Amendatory Lease Agreement), dated as of November 1, 1980, between the County and the Lessee, and as further amended by the Second Amendatory Lease Agreement (the Second Amendatory Lease Agreement), dated as of December 1, 1981, between the County and the Lessee, and as further amended by the Third Amendatory Lease Agreement (the Third Amendatory Lease Agreement), dated as of November 1, 1982, between the County and the Lessee, (the Lease Agreement, the First Amendatory

Exhibit A - 1

(CONTINUED ON NEXT PAGE)

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