

particularly Chapter 29 of Title 4 of the Code of Laws of South Carolina, 1976, as amended, (the "Act") and under and secured by an Indenture by and between the Issuer and Bankers Trust of South Carolina, a banking association (the "Lender"), dated as of September 1, 1983 as amended by the First Amendatory Indenture dated as of December 1, 1983 (hereinafter the Indenture as amended shall be referred to as the "Indenture"). This note is being issued to defray the costs of expanding a building or buildings and other improvements thereon and of acquiring machinery, apparatus, equipment, office facilities and furnishings to be used for the purpose of manufacturing and warehousing mold bases and accessories for the plastics industry (the "Project"). The Project will be made available to National Tool of South Carolina, Inc., a South Carolina corporation, (the "Corporation"), pursuant to the terms of a Mortgage and Financing Agreement dated as of September 1, 1983 between the Issuer and National Tool and Manufacturing Company, a New Jersey corporation as amended by the First Amendatory Mortgage and Financing Agreement dated as of December 1, 1983 between the Issuer and the Corporation (hereinafter the Mortgage and Financing Agreement as amended, shall be referred to as the "Agreement").

Pursuant to the terms of the Agreement, the Corporation has obligated itself to make payments to or for the account of the Issuer sufficient to pay as and when the same becomes due, the principal and interest on this note and has granted the Issuer a mortgage and security interest in the Project to secure such obligation. Pursuant to the Indenture, the Issuer has assigned and pledged its rights to receive payments under the Agreement (except for certain rights of indemnification and reimbursement of expenses) to the Lender to secure payment of this note. As further security for the payment of this note, the Issuer has assigned its rights under the Agreement including the security interest and mortgage of the Project given by the Corporation as security for its payment and performance under the Agreement. Payment of the principal and interest on this note has been unconditionally guaranteed to the Lender by National Tool and Manufacturing Company pursuant to the terms of a Guaranty dated as of September 1, 1983 as amended by the Supplemental Guaranty dated as of December 1, 1983 between National Tool and Manufacturing Company and the Lender (hereinafter the Guaranty as amended shall be referred to as the "Parent Guaranty"), and by the Corporation pursuant to the terms of a Guaranty dated as of September 1, 1983 as amended by the Supplemental Guaranty dated as of December 1, 1983 between the Corporation and the Lender (hereinafter the Guaranty as amended shall be referred to as the "Subsidiary Guaranty").

Copies of the Indenture and the Agreement are on file in the Office of the Clerk of Court for Greenville County.