

THIS INDENTURE, dated as of February 1, 1982 (hereinafter called the "Indenture"), between Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter called the "Issuer"), party of the first part, and First National Bank of South Carolina, organized and existing under the laws of the United States of America and the State of South Carolina (hereinafter called the "Lender"), as Lender, party of the second part.

## WITNESSETH:

WHEREAS, Chapter 29 of Title 4 of the Code of Laws of South Carolina, 1976, as amended (hereinafter said Chapter and amendments are collectively referred to as the "Act"), authorizes the several counties and incorporated municipalities of the State of South Carolina to acquire or cause to be acquired one or more projects (as such term is defined in the Act), to enter into agreements with an industry to construct, operate, maintain and improve such a project, to enter into a financing agreement with such an industry; to issue revenue bonds (as defined in the Act to include notes) and apply the proceeds thereof to defray the cost of acquiring, enlarging, improving and expanding such a project and to secure such notes in the manner authorized in the Act; and

WHEREAS, Keystone Consolidated Industries, Inc., a Delaware corporation (hereinafter called the "Corporation"), has requested the Issuer to issue its revenue notes and make the proceeds thereof available to defray the cost of acquiring, by construction and purchase, a building or buildings, and other improvements deemed necessary, suitable or useful by the Corporation for the purpose of manufacturing, assembling and packaging cabinet locks (hereinafter referred to as the "Project") all to be located within the jurisdiction of the Issuer; and

WHEREAS, the Issuer has, by due corporate action authorized the issuance of its revenue note pursuant to the Act and agreed to make the proceeds thereof available to defray the cost of acquiring the Project pursuant to the terms of a Financing Agreement dated as of February 1, 1982 (hereinafter called the "Agreement") between the Issuer and the Corporation under the terms of which the Corporation is obligated to make payments to or for the account of the Issuer in the amount necessary to pay the principal, premium, if any, and interest on such revenue note as and when the same becomes due and payable and all other expenses and costs incurred by the Issuer in connection with this Indenture, the Agreement or the Project; and