

ARTICLE XI
MISCELLANEOUS

SECTION 11.01. Termination. This Agreement shall terminate upon (i) payment by Cincinnati in full of the amounts due under Section 4.01 hereof; and (ii) payment or satisfaction of all other obligations incurred by the Recipient or Cincinnati under this Agreement, including (without limitation) interest, premiums and other charges, if any, thereon.

SECTION 11.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail (except as otherwise specified herein), postage prepaid, addressed as follows:

(a) if to the Recipient,

Town of Fountain Inn
Post Office Box 336
Fountain Inn, South Carolina 29644

Attention: Mayor; and

(b) if to Cincinnati,

Cincinnati Milacron Inc.
4701 Marburg Avenue
Cincinnati, Ohio 45209

Attention: Treasurer.

The Recipient and Cincinnati may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 11.03. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Recipient, Cincinnati and their respective successors and assigns, subject, however, to the limitations contained in Sections 7.02, 8.01 and 8.02 hereof.

SECTION 11.04. Severability. If any clause, provision or section of this Agreement be held illegal or invalid by any court for any reason, the remaining clauses, provisions or sections shall be unimpaired and such illegal or invalid provisions shall be construed and applied so as to most closely legitimately effectuate its intent. In case