

any agreement or obligation contained in this Agreement be held by any court to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Recipient or Cincinnati, as the case may be, to the full extent permitted by law.

SECTION 11.05. Amendments. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the Recipient and Cincinnati.

SECTION 11.06. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.07. State Law to Govern. The laws of the State shall govern the construction of this Agreement.

IN WITNESS WHEREOF, Fountain Inn, South Carolina, has executed this Financing Agreement by causing its name to be hereunto subscribed by the Mayor and the official seal of the Town Council to be impressed hereon and attested by the Clerk-Treasurer of the Town Council and Cincinnati Milacron Inc. has executed this Financing Agreement by causing its corporate name to be hereunto subscribed by its President or a Vice President and its corporate seal to be impressed hereon and attested by its Secretary or an Assistant Secretary, all as of the date first above written.

FOUNTAIN INN, SOUTH CAROLINA

By Paul E. Gault
Paul E. Gault, Mayor of
Fountain Inn, South Carolina

SEAL

ATTEST:

Barbara A. Brown
Clerk-Treasurer of
Fountain Inn, South Carolina

WITNESS:

Jack Casey
Bruce A. Hoff

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