

"Guaranty" shall mean the Guaranty dated the date hereof given by Vermont American Corporation, a Delaware corporation, to the Lender as such may be amended, modified or supplemented from time to time.

"Indenture" shall mean the Indenture, dated the date of this Agreement, between the Issuer and the Lender, as the same may be amended, modified or supplemented in accordance with the provisions thereof.

"Interest Payment Date" shall mean each date specified in the Note for the payment of interest thereon.

"IRC" shall mean the Internal Revenue Code of 1954 as amended and the regulations proposed or promulgated thereunder by the Department of the Treasury as such code and regulations apply to the Note.

"Issuer" shall mean the Town of Fountain Inn, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Lender" shall mean Wachovia Bank and Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, and its successors and assigns as the Holder of the Note.

"Letter of Representation" shall mean that certain letter of the Corporation, addressed to the Issuer and to Bond Counsel and dated the date of delivery of the Note to the initial purchaser thereof, wherein the Corporation has set forth, among other things, certain information relating to the nature and cost of the facilities comprising the Project.

"Mortgaged Property" shall mean the property described under Items A through F of the granting clauses hereof.

"Neutral Costs" shall mean that amount of the proceeds from the Note used for the payment of the reasonable expenses of issuing the Note including, without limitation, advertising, recording and printing costs, accountant's, financial advisor's and legal fees, rating agency fees, initial fees of the Depository, charges of the Lender and all similar expenses.

"Note" shall mean the \$6,000,000 "Town of Fountain Inn, South Carolina, Industrial Development Revenue Note (Vermont American Corporation Project) 1984" authorized, executed and delivered by the Issuer and delivered under the Indenture and any notes, executed and delivered under the Indenture in lieu of or in substitution therefor.