

ARTICLE XI
MISCELLANEOUS

SECTION 11.01. Termination. This Agreement shall terminate upon (i) payment in full of the Note (including interest thereon); (ii) payment or satisfaction of all other obligations incurred by the Issuer or the Corporation under this Agreement, including (without limitation) interest, premiums and other charges, if any, thereon; and (iii) the payment of all Administration Expenses due and to become due.

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 Issuer,

Town Council of Fountain Inn
200 North Main Street
Fountain Inn, South Carolina 29644
Attention: Mayor

- (b) if to the Corporation,

Vermont American Corporation
Suite 500, 100 East Liberty Street
Louisville, Kentucky 40202
Attention: Vice President - Finance

- (c) if to the Lender,

Wachovia Bank and Trust Company, N.A.
Post Office Box 3099
Winston-Salem, North Carolina 27150
Attention: Southeast Corporate Banking Group

- (d) if to the Depositary,

Wachovia Bank and Trust Company, N.A.
Post Office Box 3099
Winston-Salem, North Carolina 27150
Attention: Southeast Corporate Banking Group

A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer, the Depositary or the Corporation to the other shall also be given to the Lender. The Issuer, the Corporation, the Depositary and the Lender may, by notice given hereunder,