

MORTGAGE OF REAL ESTATE

97276 PROVINCE-JARRARD CO.-GREENVILLE

however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made therefor.

The cancellation and discharge of this Indenture, however, shall be without prejudice to the right of the Trustee to be paid any compensation then due it hereunder, and to be protected and saved harmless by the Company from any and all losses, liabilities, costs and expenses, including counsel fees, at any time incurred by the Trustee hereunder or connected with any Bond, and the Company hereby covenants to protect and save the Trustee harmless from any and all such losses, liabilities, costs and expenses.

ARTICLE XVII.

MISCELLANEOUS PROVISIONS.

SECTION 1. No Bonds or series of Bonds, no supplemental indenture or indentures, and no changes, modifications, or alterations in the terms or conditions of this Indenture or of any supplemental indenture, or of any Bonds secured by this Indenture or by any supplemental indenture, shall be issued, be made, or be legal, unless and until such Bonds or series of Bonds, supplemental indenture or indentures, changes, modifications, or alterations shall have been approved by all governmental bodies, the approval of which is required by law, anything in this Indenture to the contrary notwithstanding.

SECTION 2. Nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon, or to give, to, any person, firm or corporation, other than the parties hereto, and the holders of the Bonds and coupons, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the holders of the Bonds and coupons.

SECTION 3. Whenever in this Indenture provision is made for the destruction or cancellation by the Trustee and the delivery to the Company of any Bonds or any coupons, the Trustee may, upon the request of the Company, in lieu of such destruction or cancellation and delivery, cremate such Bonds and coupons in the presence of an officer of the Company (if the Company shall so require) and deliver a certificate of such cremation to the Company.

SECTION 4. In case any one or more of the provisions contained in this Indenture or in the Bonds or coupons should be invalid, illegal or unenforcible in any respect, the validity, legality and enforcibility of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

SECTION 5. In case, by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible to make publication of any notice required hereby in the newspaper or newspapers as herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice. Such publication shall, so far as may be, approximate the terms and conditions of the publication in lieu of which it is given.

SECTION 6. The same officer or officers of the Company, or the same engineer or counsel or other person, as the case may be, may, but need not, certify to all the matters required to be certified under any Article, Section, Subdivision or other portion hereof, but different officers, engineers, counsel or other persons may certify to different facts, respectively. Where any person or persons are required to make, give or execute two or more orders, requests, certificates, opinions or other instruments under this Indenture, any such orders, requests, certificates, opinions or other instruments may, but need not, be consolidated and form one instrument.

Except as otherwise expressly provided in this Indenture, or in any indenture supplemental hereto, any request, option, consent, demand, notice, order, appointment, or other direction required or permitted to be made or given by the Company, shall be deemed to have been sufficiently