

## TITLE TO REAL ESTATE

hereto and the holders of bonds any legal or equitable right, remedy or claim under or in respect of this Indenture or under any covenant, condition or provision herein contained; all its covenants, conditions and provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and of the holders of the bonds and/or coupons.

§14.03. Nothing in this Indenture or in the bonds issued hereunder, expressed or implied, is intended or shall be construed to prevent any bonds from having also any independent security or guaranty and the benefit of any covenants or agreements outside this Indenture, concerning which a notation may or may not be endorsed thereon, and the references herein or in the bonds to the equal security hereunder of all bonds shall not be deemed applicable to such independent security, guaranty, covenants or agreements and the rights hereunder of the holders of such bonds shall not be affected thereby.

§14.04. Any notice authorized by this Indenture to be given to the Company shall be sufficiently given for all purposes hereof if delivered to any officer of the Company or if mailed and addressed to the Company at Charleston, South Carolina, or to its office or agency last known to the Trustee.

§14.05. In case by reason of the temporary or permanent suspension of publication by any newspaper, or by reason of any other cause, it shall be impossible for the Company to make publication of any notice required hereby in a newspaper or newspapers as herein provided, then such publication in lieu thereof as the Company shall make 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.

§14.06. The same officer or officers of the Company, or the same appraisers or counsel or other person, as the case may be, need not certify to all the matters required to be certified under the provisions of any Article, Section, Subdivision or other portion hereof, but different officers, appraisers, 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.

Any opinion of counsel required to be furnished pursuant to any of the provisions of this Indenture may, in lieu of stating the facts required by the provisions hereof, state that the required conditions will be fulfilled upon the execution and delivery of designated instruments, which instruments shall be delivered in form approved by such counsel prior to or concurrently with the taking or suffering by the Trustee of the action as a condition precedent to which such opinion is required to be furnished under the terms of this Indenture.

§14.07. Except where the context or some specific provision requires a different construction:

(a) The term "bond" or "bonds" shall be deemed to mean bonds issued and to be issued hereunder and reference to bonds of any form and denomination shall include only bonds of the form and denominations duly authorized hereunder. The term "coupon" or "coupons" shall be deemed to mean coupons for interest appertaining to the bonds issued and to be issued hereunder.

(b) The term "this Indenture" or its equivalent shall be deemed to include and mean in addition to this instrument dated as of April 1, 1940, each and every instrument which the Company shall enter into with the Trustee pursuant to any requirement or permission herein contained and which shall be stated to be supplemental to this Indenture or shall indicate that the purpose thereof is to further any or all of the provisions of these presents.

(c) The term "Company" shall be deemed to include and mean Southern Ice Company and any and all successor corporations established pursuant to the provisions of Article 8; and any request, statement, order and/or certificate of the officers of the Company and/or any vote and/or resolution of its stockholders and/or the Board of Directors provided for in this Indenture may be made or adopted by the stockholders or like officials of any such successor corporation; and in general each and every such successor corporation shall possess and from time to time may exercise each and every right and power hereunder of Southern Ice Company as a party hereto, and either in its name or otherwise.

(d) The term "Trustee" shall be deemed to mean The South Carolina National Bank of Charleston or any successor as Trustee under this Indenture for the time being and shall include a co-trustee to the extent that the provisions of this Indenture and of any or all instruments appointing or otherwise applicable to such co-trustee require or permit.

(e) The term "trustee under the Underlying Mortgage" shall be deemed to refer to the trustee (as defined in said Underlying Mortgage) for the time being thereunder.

(f) the term "person" shall include firms, associations, trusts, joint stock companies and corporations.