

SECTION 16.09. If for any reason it shall be impossible to make publication of any notice required by this Indenture in a newspaper as herein provided, then such publication or other notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 16.10. This Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 16.11. The Ohio National Bank of Columbus, the Trustee, hereby accepts the trusts in this Indenture declared and provided, upon the terms and conditions hereinabove set forth.

SECTION 16.12. To the extent that any of the property described or referred to herein as Mortgaged Property is governed by the provisions of the Uniform Commercial Code this Indenture is hereby deemed a "security agreement" under the Uniform Commercial Code, and a "financing statement" under the Uniform Commercial Code for said security agreement.

SECTION 16.13. In case any one or more of the provisions contained in this Indenture or in the Bonds or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Indenture or of such Bonds or Notes, but this Indenture and such Bonds and Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

SECTION 16.14. At all times when any Note or Bond is held by the United States of America (hereinafter sometimes called the "Government"), or in the event the Government shall assign such Note or Bond without having insured the payment thereof, this Indenture shall secure payment of such Note or Bond for the benefit of the Government or such uninsured holder thereof, as the case may be. However, if the Government sells any Note or Bond to an insured purchaser, such Note or Bond shall continue to be a "Note" or "Bond", as the case may be, as defined herein, but as to any such insured Note or Bond, the Government, and not such insured purchaser, shall be considered to continue to be, and shall have the rights of, the Noteholder or Bondholder for purposes of this Indenture. Notice of the Government's rights under the preceding sentence shall be set forth in all such insured Notes or Bonds. An insured purchaser from the Government of any Note or Bond shall not be considered a Noteholder or Bondholder as herein defined.