

the date shown in the acknowledgment of the President or Vice President of the Company.

§ 8.05. SEPARABILITY OF PROVISIONS. Any provision of this Indenture which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

§ 8.06. MORTGAGEE'S RIGHTS ASSIGNABLE; WAIVER. The rights of the Mortgagee shall pass to and vest in any assignee of all the Notes at any time outstanding hereunder. The Mortgagee may waive any provision herein only by an instrument in writing executed by an officer of the Mortgagee, and any such waiver shall not prejudice any right which the Mortgagee may have under any other provision of this Indenture.

§ 8.07. MAXIMUM INTEREST PAYABLE. No provisions of this Indenture or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law. If any such excess of interest is provided for herein or in the Notes, or shall be adjudicated to be so provided for herein or in the Notes, neither the Company nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be, and hereby is, waived. The provisions of this § 8.07 shall control any other provision of this Indenture and the Notes.

§ 8.08. NOTICES. (a) All communications under this Indenture shall be in writing and shall be mailed by first class mail, postage prepaid,

(1) if to the Mortgagee, at the address shown at the beginning of this Indenture, marked for attention of the Securities Department or at such other address as the Mortgagee may have furnished the Company in writing, or

(2) if to the Company, at its address shown at the beginning of this Indenture, or at such other address as it may have furnished in writing to the Mortgagee, or