

in behalf of the Grantor, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 12.02. Nothing in this Indenture or in the Bonds or coupons expressed or implied is intended or shall be construed to give to any person other than the Grantor, the Trustee, and the holders of the Bonds and coupons issued hereunder, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provisions therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Grantor, the Trustee and the holders of the Bonds and coupons issued hereunder.

Section 12.03. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.04. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Grantor of any Bonds or any coupons the Trustee may, upon the Written Request of the Grantor, in lieu of such cancellation and delivery, cremate or destroy such Bonds and coupons, in the presence of an officer of the Grantor (if the Grantor shall so require), and deliver a certificate of such cremation or destruction to the Grantor.

Section 12.05. In case any one or more of the provisions contained in this Indenture or in the Bonds or coupons shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Indenture, but this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 12.06. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the Grantor, to the Board of County Commissioners of Greenville County, Greenville County Courthouse, Greenville, South Carolina; if to the Lessee at _____, Attention: President; if the Trustee, at _____, Attention: Trust Officer; the Grantor, the Corporation and the Trustee may, by notice given to all parties to this Indenture, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.07. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Sunday or shall be in South Carolina a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium if any) need not be made on such date in such city but may be made on the next succeeding business day not a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect