

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. Any notice to or demand upon the Trustee may be served, or presented, and such demand, may be made at the principal office of the Trustee, which is now at ~~the~~ *P.O. Box 750, Columbia, South Carolina* Attention: Corporate Trust Department. Any notice to or demand upon the Grantor shall be deemed to have been sufficiently given or served for all purposes by being deposited, postage prepaid, in a post office letter box addressed to the Grantor at such address as may be filed in writing by the Grantor with the Trustee.

Section 12.07. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Grantor and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 12.08 This Indenture shall be governed by the provisions hereof and by the applicable laws of the State of South Carolina.