

restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Issuer, the Trustee, or the holders of the Bonds.

Section 9.16. Issuer May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Corporation, its creditors or its property, the Issuer, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Issuer allowed in such proceedings for the entire amount due and payable by the Corporation under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Corporation hereunder after such date.

ARTICLE X

MISCELLANEOUS

Section 10.1. Construction of this Instrument. This Mortgage is intended to operate and is to be construed as (i) a security agreement pursuant to the provisions of the Uniform Commercial Code of South Carolina, Title 36, Code of Laws of South Carolina, 1976, and (ii) a mortgage conveying a lien on the Facilities to the Issuer.

Section 10.2. Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Mortgage, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

Section 10.3. Reconveyance to Corporation. It is the true meaning of this instrument that if the Corporation shall fully perform all the terms, conditions and covenants of this Mortgage, and of the Agreement secured hereby, that then this