

SECTION 13.5. *Limitation as to Certain Indebtedness.* Anything in this instrument to the contrary notwithstanding, the amount of the indebtedness of the Company of the character described in Sections 3.15 and 4.07 which may be secured by the Properties situated within the State of Louisiana shall in no event exceed 25% of the original aggregate principal amount of the Notes.

SECTION 13.6. *Identification of Notes.* For the purpose of identification of the Notes according to Louisiana law, such Notes have been paraphrased "Ne Varietur" for identification with this Indenture by the undersigned Notary Public.

SECTION 13.7. *Waivers.* The Company specifically waives the Notice of Demand and Delay stipulated in Article 2639 of the Louisiana Code of Civil Procedure. The parties hereto expressly waive the production of Mortgage Certificates and hereby release and hold the Notary Public whose name is hereunder signed harmless for and by reason of the non-production and non-annexation thereof to this instrument.

SECTION 13.8. *Transfer of Notes without Notarial Act.* The parties hereto agree that the Notes may be transferred without the necessity for a notarial act of transfer thereof, and that any such transfer shall carry with it into the hands of any future holder of the Notes full and entire subrogation of title in and to the Notes and to any and all rights and privileges under this instrument herein granted to the holders of the Notes.

ARTICLE FOURTEENTH.

MISCELLANEOUS PROVISIONS.

SECTION 14.01. *Indenture for Benefit of Parties Hereto.* Nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, and the holders of the Notes, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the holders of the Notes.

SECTION 14.02. *Severability.* In case any one or more of the provisions contained in this Indenture or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

SECTION 14.03. *Bases of Certificates.* Any Opinion of Counsel required to be furnished pursuant to any of the provisions of this Indenture may, in lieu of stating the facts required by the provisions hereof, state that the required conditions will be fulfilled on the execution and delivery of designated instruments, which instruments shall be delivered in form approved by such counsel prior to or concurrently with the taking or suffering by the Trustee of the action as a condition precedent to which such opinion is required to be furnished under the terms of this Indenture.

Any certificate or opinion of an officer of the Company or an accountant may be based, in so far as it relates to legal matters, upon a certificate or opinion of or upon representations by counsel, unless such officer or accountant knows that the certificates or opinions or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

Any certificate or Opinion of Counsel may be based, in so far as it relates to factual matters, or information with respect to which is in the possession of the Company, upon the certificate or opinion of or representations by an officer or officers of the Company unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.