

ARTICLE ELEVEN.

METHODS OF PROOF.

Section 1. Any demand, request or other instrument required by this Indenture to be signed and executed by registered owners of the Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such registered owners in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such demand, request or other instrument, or of a writing appointing any such agent or attorney, shall be sufficient for any purpose of this Indenture, and shall be conclusive in favor of the Trustee and the Corporation with regard to any action taken under such demand, request or other instrument of writing, if made in the following manner:

the fact and date of the execution by any person of any such demand, request or other instrument in writing may be proved by the certificate of any notary public or other officer in any jurisdiction authorized to take acknowledgments of deeds to be recorded within such jurisdiction to the effect that the person signing such demand, request or other instrument acknowledged to him the execution thereof, or by the affidavit of a witness to such execution.

Section 2. The ownership of Certificates shall be proved solely by the register of such Certificates or by a certificate of the Trustee, as Registrar thereof.

Section 3. Any action taken or permitted by the Trustee, pursuant to any provision of this Indenture, upon the request or with the consent of any person who at the time of making such request or giving such consent is the registered holder of any Certificate or Certificates, as determined by the Trustee under the provisions of this Article Eleven, shall be conclusive and binding upon all future registered owners of the same Certificate or Certificates or of any Certificate or Certificates issued in place thereof.

ARTICLE TWELVE.

TRUST ESTATE UNTIL--DEFEASANCE CLAUSE.

Section 1. Until one or more of the events of default specified in Section 1 of Article Six shall have happened, the Corporation, its successors or assigns, shall be suffered and permitted to retain actual possession of all the Trust Estate and to manage, operate, use and enjoy the same and every part thereof, with the rights and privileges appertaining thereto, and to collect, receive, take, use, enjoy and distribute the earnings, revenues, rents, issues, profits and income thereof.

Section 2. If when the Bonds shall have become due and payable at the maturity thereof or otherwise as provided in this Indenture, the Corporation shall well and truly pay or cause to be paid the whole amount of the principal and interest due upon all the Bonds then outstanding, or if at or prior to such time the Corporation shall provide for the payment of all such Bonds and the interest due thereon, by depositing with the Trustee hereunder the entire amount due thereon for principal and interest to maturity, then in either such case, provided that the Corporation shall also pay, or cause to be paid, all other sums payable hereunder by the Corporation, and shall well and truly keep and perform all the things herein required to be kept and performed by it according to the true intent and meaning of this Indenture, all the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee in either such case, on demand of the Corporation and at its cost and expense, shall forthwith enter satisfaction of this Indenture upon the record; and shall re-assign, re-transfer and deliver to the Corporation, its successors or assigns, all property then held by the Trustee hereunder including all moneys held by it under any of the provisions of this Indenture, except moneys held under the provisions of Article Three hereof and moneys necessary for the payments hereinabove in this Section 2 required to be made by the Corporation; otherwise this Indenture shall be, continue and remain in full force and effect. The Trustee, at its principal office in the City of Wilmington, State of North Carolina, shall apply the moneys deposited with it under this Section 2 to the payment of the Bonds and the Certificates then outstanding, the interest due thereon and all other sums payable under this Indenture, when the same shall be due and payable as aforesaid, but in no event shall be liable beyond the amount received.

Section 3. Subject to the provisions of Articles Three and Four hereof, any moneys at any time deposited hereunder by the Corporation for the redemption or payment of Bonds shall be held by the Trustee for the account of the registered owners of the Certificates designated for redemption or payment therewith as in this Indenture provided, and the Corporation shall have no right or interest in any such moneys. No registered owner of any Certificate shall be entitled to interest on any moneys deposited hereunder by the Corporation as aforesaid.

ARTICLE THIRTEEN.

SUNDRY PROVISIONS.

Section 1. All covenants, stipulations, promises and agreements in this Indenture contained, by or in behalf of the Corporation are for the common and equal use, benefit and security of the Trustee and of all and singular the present and future registered

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