

the successor trustee under this Indenture, without the execution of filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Corporate Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds, adopt the certificate of authentication of the original Corporate Trustee or of any successor to it, as trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor to the Corporate Trustee may authenticate such bonds either in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Corporate Trustee shall have; provided, however, that the right to authenticate bonds in the name of Irving Trust Company shall apply only to its successor or successors by merger or consolidation or sale as aforesaid.

## ARTICLE XVII.

## DISCHARGE OF MORTGAGE.

SECTION 106. The Trustees (and any trustee or trustees or co-trustee or co-trustees appointed pursuant to Section 102 or Section 103 hereof) may, and upon request of the Company shall, cancel and discharge the Lien hereof and of all indentures supplemental hereto and execute and deliver to the Company such deeds and instruments as shall be requisite to satisfy the Lien hereof and of all indentures supplemental hereto, and reconvey and transfer to the Company the Mortgaged and Pledged Property, whenever all indebtedness secured hereby shall have been paid, including all property charges of the Trustees hereunder.

Bonds and interest obligations for the payment of which and bonds for the redemption or which moneys in the necessary amount shall have been set apart by or deposited with the Corporate Trustee, with irrevocable direction so to apply the same, subject to the provisions of Section 119 hereof (with or without any additional right given to the holders to surrender their bonds or obtain therefrom payment therefor prior to the redemption date) shall for purposes of satisfying the Lien of this Indenture be deemed to have been paid; provided that in case of redemption the notice requisite to the validity of such redemption shall have been given or arrangements shall have been insuring to the satisfaction of the Corporate Trustee that the same will be given; and provided, that no such bond and/or interest obligation shall be deemed to have been paid until at least ten (10) days after the date when the principal, interest or redemption price shall have become payable, unless the funds deposited for the payment thereof shall have been deposited with irrevocable direction to segregate and hold the same as a separate trust fund for the benefit of the holders of such unpaid obligations.

## ARTICLE XVIII.

## MEETING OF BONDHOLDERS.

SECTION 107. Modifications and alterations of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the rights of the holders of bonds and coupons issued hereunder may be made as provided in the nine next succeeding Sections hereof numbered 108 to 116, both inclusive.

SECTION 108. The Corporate Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on the written request of the Company, given pursuant to a Resolution of its Board of Directors, or on written request of the holders of not less than a majority in principal amount of the bonds Outstanding hereunder at the time of such request, in each case setting forth in reasonable detail the purpose or purposes of such meeting. In the event of the Corporate Trustees failing for ten (10) days to call a meeting after being thereunto requested by the Company or the bondholders as above set forth, holders of Outstanding bonds to the amount above specified in this Section or the Company, pursuant to Resolution of its Board of Directors may call such meeting. Every such meeting called by and at the instance of the Corporate Trustee shall be held in the Borough of Manhattan, The City of New York, or with the written approval of the Company, at any other place in the United States of America, and written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Corporate Trustee not less than thirty (30) days before such meeting (a) to all holders of bonds the names and addresses of whom are preserved as required by Section 43 hereof, and (b) to the Company addressed to it at Raleigh, North Carolina (or at such other address as may be designated by the Company from time to time), and shall be published by the Corporate Trustee at least four (4) times preceding the meeting, in a Daily Newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York, the first publication to be not less than twenty (20) days prior to the date of such meeting; provided, however, that the mailing of such notice of any bondholders shall in no case be a condition precedent to the validity of any action taken at such meeting. If such meeting is called by or at the instance either of the Company or of the bondholders, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid stating the place and time of the meeting and in general terms the