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Section 2. The Trustee or any successor trustee or trustees hereafter appointed, may resign and may be discharged of the trusts created by this Indenture, by giving to the Corporation notice in writing, and to the registered owners of the Certificates, notice by registered mail addressed to each of the then registered owners at his address appearing on the Certificate register, of such resignation specifying the date when such resignation shall take effect. Such resignation shall take effect on the day specified in such notice--being not less than thirty days nor more than sixty days after the date of mailing such notice--unless previously a successor trustee shall have been appointed by the registered owners of a majority in principal amount of the Certificates hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

The Trustee or any successor trustee or trustees hereafter appointed may be removed at any time by an instrument or concurrent instruments in writing signed by the registered owners of two-thirds in principal amount of the Certificates then outstanding or their attorneys-in-fact duly authorized.

Upon resignation or removal any trustee shall be entitled to reasonable compensation, then accrued and unpaid, and the reimbursement of proper expenses theretofore incurred and not previously reimbursed.

Section 3. In case at any time the Trustee or any successor trustee hereafter appointed shall resign or be removed or otherwise become incapable of acting, or shall be adjudged bankrupt or insolvent, or if any Trustee or any such successor trustee or trustees shall be taken under control of any public officer or officers or of a receiver appointed by a court, then (except as hereinafter provided) a successor trustee or successor trustees may be appointed by the registered owners of a majority in principal amount of the Certificates then outstanding, by an instrument or concurrent instruments in writing signed by such registered owners or their attorneys-in-fact duly authorized; provided, nevertheless, that in any such case the Corporation, by an instrument executed by order of its Board of Directors, may appoint a successor trustee to act until a successor trustee shall be appointed by the registered owners of the Certificates as herein authorized.

After any such appointment by the Corporation, it shall give written notice thereof by mail to each registered owner of the Certificates; but any new trustee so appointed by the Corporation shall immediately and without further act be superseded by a trustee appointed by the registered owners of the Certificates as above provided. Every trustee appointed hereunder shall be a bank or trust company incorporated under the laws of the State of North Carolina, or of the State of New York or of the United States of America, and having a capital and surplus aggregating at least \$2,000,000, if there be such a bank or trust company qualified, able and willing to accept the trusts herein upon reasonable and customary terms.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee, and to the Corporation, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance shall become vested with all the estates, properties, rights, powers, duties and trusts of his or its predecessor in the trusts hereunder with like effect as if originally named as trustee herein; but nevertheless on the written request of the Corporation or of the successor trustee, the retiring trustee shall execute and deliver an instrument transferring to such successor trustee upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so retiring, and shall duly assign, transfer, deliver and pay over to the successor trustee any property and moneys subject to the lien of this Indenture and held by such retiring trustee.

Should any deed, conveyance or instrument in writing from the Corporation be required by any successor trustee for more fully and certainly vesting in and confirming to such successor trustee such estates, rights, powers and duties, then on request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered by the Corporation.

Any corporation into which the Trustee, or any successor to it in the trusts created by this Indenture, may be merged, or with which it or any successor to it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor to it hereunder shall be a party, provided such corporation shall be a bank or trust company incorporated under the laws of the State of North Carolina or of the State of New York or of the United States of America, and having a capital and surplus aggregating at least \$2,000,000, shall be the successor to the Trustee under this Indenture without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything herein to the contrary notwithstanding.

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